

Mountain Meadows



Owners' Association

Rules and Regulations

Rules and Regulations included in this compilation are intended to be consistent with current provisions of the Declaration and Bylaws and make use of the definitions therein. If any inconsistency or conflict exists, the provisions of the Declaration or Bylaws will have precedence over these rules and regulations.

No restriction, condition, obligation or provision contained in these rules and regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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1. INTRODUCTION

Mountain Meadows was conceived as an independent 55+ community providing limited basic services for residents. The owners' association is dedicated to providing an environment that will continue to attract, retain and nurture independent residents during the aging process while maintaining property values and controlling cost growth.

Our unique community consists of privately owned homes and jointly owned common property with numerous committees, clubs, classes and activities that offer residents a wide range of opportunities for activity and volunteer participation. Participation by new residents is essential to maintaining our community as long-term residents age in place. The City of Ashland provides for our residents extraordinary cultural, educational and entertainment opportunities while the breathtaking beauty of the Southern Oregon–Northern California region provides a bounty of nature and outdoor recreational opportunities for our residents.

The community is controlled in accordance with standing Covenants, Conditions and Restrictions (CC&Rs) and Bylaws through an owner-elected board of directors. An on-site Community Director contracted through the Professional Manager provides day-to-day management of administrative, maintenance and basic resident services. We are committed to preserving the unique features of Mountain Meadows that ensure the long-term success and vitality of the community.

2. BOARD OF DIRECTORS MEETINGS

2.1 Conduct of Meetings

1. The Board President is in charge of the agenda and determines what items can be added to the agenda at the meeting.
2. All Board actions will be by motion.
3. The only way a motion may be made is for the maker to begin it with the words “I move....”
4. The Committee chair/representative giving a report to the Board that includes a committee-recommended action becomes the maker of the motion with the committee's recommendation and no second is required.
5. All motions must be passed by a majority vote of Board members present at the meeting.
6. Silence by a member when the vote is called is assumed to be a vote in favor of the motion.
7. If the vote is not unanimous, the recording secretary will keep a record of all members' votes.

2.2 Agenda Preparation

1. All items to be placed on the agenda must be submitted to the recording secretary by 5:00 PM five working days before the meeting.
2. The recording secretary will draft the agenda, incorporating items from the minutes of the previous meeting and the requested items submitted by the deadline.
3. The President will meet with the recording secretary and the Community Director to review and finalize the agenda.
4. The agenda and any written reports will be distributed to the Board members at least three days before the meeting.
5. The agenda item titled “additions to the agenda” is reserved for items that were not known at the time the agenda was closed and require action before the next regularly scheduled Board meeting.
6. Action items from the previous meeting will be listed under “Unfinished Business” on the subsequent meeting agenda.

7. The President is responsible for having the agenda posted on the Clubhouse bulletin board by 10:00 AM three days before the meeting.
8. The recording secretary is not necessarily the Board Secretary. The recording secretary may be an employee of the Professional Manager.

2.3 Minutes

Board minutes contain:

1. Board actions made by motion or by resolution from a committee with a brief description of the discussion on the motion. Comments by members opposed to the motion are included.
2. Brief summary of information presented under each section of the agenda, e.g. President's Report, Treasurer's Report, committee reports.
3. References to Board members will be by last name only, unless there are two or more Board members with the same last name.

2.4 Reports

1. Anyone having an item on the agenda, including committees, is encouraged to have a written report with any recommendation clearly stated prepared in time for distribution to the Board with the agenda.
2. Reports distributed with the agenda will be marked with the agenda item number in the upper right hand corner of the first page of the report.

2.5 Communicating Board Resolutions

When Resolutions are passed creating new rules and regulations, the rule/regulation will be communicated to the Board and appropriate committees, entered into the Mountain Meadows Rules and Regulations binder, posted on the MMOA website, communicated to all Occupants through the Mountain Meadows Weekly Update, and distributed promptly to all Owners in accordance with Rule 8.24 and Section 13.1 of the Bylaws if subject to Section 9.3 of the Bylaws.

2.6 Emergency Board Meeting (Effective 2/2/18)

If a matter requires the Board to meet on an emergency basis, without following the seven-day notice requirements of Bylaw 5.2(b)(2) for special meetings, pursuant to Bylaw 5.2(b)(3), the President, or in his or her absence or unavailability, the Vice-President or Secretary may call an emergency meeting of the Board with at least two hours' notice by giving notice personally or by mail, telephone or other means, including, without limitation, electronic communication to each Director. The notice must state the date, time, place, and purpose of the meeting together with the reasons why an emergency exists. The minutes of the meeting shall recite the reasons for the emergency.

3. BOARD OPERATING RULES

3.1 Director Attendance at Board Meetings

1. All Board members must commit to being able to attend meetings regularly and actively participate in the business of the Board. A Board member will be automatically removed from office under the circumstances set forth in Section 4.4(d) of the Bylaws for failure to attend Board meetings.
2. It will be the Secretary's duty to keep a running tally of Board members' absences and notify the Board when a member is one meeting away from automatic resignation.

3.2 Attendees at Meetings

Attendance at the following meetings:

1. Annual Meeting of Owners as defined in Bylaw Section 3.2(a)
2. Special Meeting of Owners called by the Board President or a majority of Board members as defined in Bylaw Section 3.2(b)
3. Regular and Special Meetings of the Board of Directors as defined in Bylaw Section 5.2 and
4. Finance Committee Meetings as called by the Chair.

Is restricted to the following attendees:

1. Owners and Occupants as defined by CC&R Sections 1.35 and 1.38,
2. Relatives assisting Owners and Occupants on financial or related matters,
3. Executors, administrators, conservators, guardians, and trustees holding a Dwelling in such capacity, as defined in Bylaw Section 3.10,
4. Caregivers of Owners and Occupants receiving physical assistance,
5. Bona fide potential owners endorsed by their real estate company,
6. Management and staff,
7. Guests invited by the Board or Finance Chair to participate in a meeting,
8. Any other person who has prior written approval by the Board or Finance Chair for the attendance at a specific meeting.

Enforcement of this rule shall be the responsibility of the Community Director.

This rule does not restrict attendance at any other committee, group or club meetings authorized by the Mountain Meadows Owners' Association. Attendance by a quorum of Board members at properly noticed meetings of standing committees, subcommittees, ad hoc committees, task forces, or other duly-constituted bodies of MMOA, whether as members of such groups or as interested observers, shall not be construed as a meeting of the Board. None of the discussion at any such meetings shall be construed as, or is intended as, a discussion by Board members of Board business, but is instead discussion of matters before the group which noticed the meeting.

3.3 Closed Meetings

1. Meetings of the Board of Directors will be open to all Owners and Occupants except at the discretion of the Board in accordance with Section 5.6 of the Bylaws.
2. All meetings of standing committees will be open to all Owners and Occupants, with the exception of the Compliance Committee in matters where individual privacy is to be protected.
3. Closed meetings of the Board will be held in compliance with Oregon Act ORS 94.640.
4. All meetings of special committees, ad hoc committees or task forces may announce open hearings where all Owners and Occupants may appear and present their views on the subject. These hearings will take place at a time scheduled by the committee or task force. During actual deliberations of the committee or task force, only committee or task force members have the right to be present if previously approved by the Board. The committee or task force must come before the Board and ask for a specified period of time which they request for closed meetings along with justification on why a closed meeting is needed.

4. MMOA ASSESSMENT AUTHORITY

The MMOA Board of Directors will determine assessments in accordance with Article 11 of the CC&Rs.

4.1 Annual Assessments

The Association shall have the authority to levy annual assessments (for Expenses and Reserve Account) in such amount as may be deemed appropriate by the Board under Section 11.10 of the CC&Rs.

4.2 Adjusted Annual Assessment

At any time during a calendar year, the Board may adjust the assessment for the remainder of such year based upon modifications to the Association's budget for such year. (CC&R Section 11.10(b))

4.3 Records Update Fee (Effective 3/5/21)

Upon the sale of any Dwelling, a Records Update Fee shall be paid to the Mountain Meadows Owners' Association (MMAOA) in the amount of \$300.00. An additional \$50.00 rush fee will be charged if services are requested within a 24-hour turnaround time. The Records Update Fee shall include in addition reimbursement of any fees charged to the Association by contract for services provided during the sale that are not directly paid for by seller or purchaser.

The purpose of this fee is to cover the costs incurred by the Association whenever a Dwelling is sold and a new Owner comes into the community, including without limitation the cost of bookkeeping services to update records and files, the time, effort and cost to check status of any maintenance or other issues that may be outstanding on the Dwelling, and the cost involved to produce governing documents and other materials helpful to the new Owner.

The seller and purchaser are equally responsible for payment of this fee. The fee shall be paid at the time of closing and directly from closing proceeds collected by the Escrow or Title Company handling such closing. If the MMAOA is not paid this fee at time of closing, then the purchaser is required to pay the fee. Such fee is in addition to any annual assessment or any other assessments provided for under the Declaration of Covenants, Conditions and Restrictions (CC&R's) which may be due and owing against the Dwelling at time of closing.

For any title transfer due to bankruptcy, mortgage foreclosure, or any reason other than voluntary sale and purchase, the fee shall be paid by the person or entity acquiring title ownership, as new Owner of the Dwelling, within the deadlines and subject to the same remedies as provided for in the governing documents of the Association.

4.4 Special and Personal Assessments

The MMAOA Board may levy Special Assessments and Personal Assessments under the circumstances and in accordance with the provisions of Article 11 of the CC&Rs.

4.5 Delinquent Dues Notification and Rule

In accordance with CC&Rs Section 11.11, assessments are due on the 25th of the month in which the Owner or Occupant receives a statement setting forth the amount due. If not paid by the due date, interest at eighteen percent (18%) per annum will be assessed on the amount due. In addition, the assessment is delinquent if not paid within thirty (30) days of the due date and late payment charges of five percent (5%) will be owed from the delinquency date of the assessment in accordance with Section 12.3 of the CC&Rs.

The following letter will be sent by the Community Director to Owners and Occupants whose dues are not received by the due date:

“Although the Association receives most payments of assessments and other charges from Owners when they are due, sometimes payments are made late, sometimes even significantly late. Late payments are costly to your Association. Notices have to be mailed out and calls have to be made to late payers, increasing administrative costs to the Association. In addition, late payments from members can make it difficult for the Association to pay its own bills on time.

“In order to recover some of its costs for late payments and to encourage late payers to be more conscientious about sending payment on time, your Association is required to charge interest and is empowered to assess penalties for late payments in accordance with Section 12.3 of the Covenants, Conditions, and Restrictions. In addition, you are obligated to pay any collection costs incurred by the Association, and a lien exists against your Dwelling for unpaid assessments. The lien secures payment of the assessment or other sum due plus costs and legal fees incurred by the Association if it is necessary to foreclose on the lien. Although the foreclosure of a lien would most likely be a rare occurrence, the Association is prepared to enact its power to foreclose if it is necessary to protect the interests of Association owners who make their payments on time.

“Your Board of Directors has instructed us, the management company, to begin assessing five percent (5%) late payment penalties on all payments 30 days past due, and interest at eighteen percent (18%) per annum from the due date on the amount due. The Board regrets the necessity to assess penalties.”

4.6 Assessment Rule on Newly Constructed Dwellings

All newly constructed Dwellings or resale Dwellings will be assessed monthly dues upon certification of occupancy, except that in the case of Mountain Hill Estates (reference CC&Rs Section 1.33), monthly dues will be assessed upon first occupancy or upon first sale to the initial Owner, whichever occurs first.

4.7 Offsets and Waivers

Except as provided in Section 4.5(c) of the CC&Rs, there shall be no offsets or waivers to the monthly assessments, including when an Owner:

1. Assumes maintenance and/or irrigation of their front yard.
2. Modifies or upgrades the furnace and/or the air to air heat exchange systems in a way that requires different filters from those supplied by the Association. This applies to existing Dwellings or newly constructed Dwellings.
3. Adds additional exterior light fixtures.

5. COORDINATING COUNCIL

This council has been created by Section 5.6 of the CC&Rs to coordinate the obligations and duties and address joint concerns of the Association and the four Condominium Associations. Membership, meetings and procedure are as set forth in Section 5.6.

6. COMMITTEES AND SUBCOMMITTEES (Effective 5/2/17)

Each standing committee and other committees established by the Board under Section 8.2 of the Bylaws will comply with these general rules.

1. A Chair and Vice-Chair will be elected annually with the understanding that the Vice-Chair will assume all duties of the Chair in his or her absence or unavailability.
2. Except where the CC&Rs provide otherwise, committee members will be appointed by the Board upon recommendation by the respective committee which has voted on the nomination. Except as otherwise noted below for specific committees, standing committee members may be either Owners or Occupants.
3. All standing committees shall follow Roberts Rules of Order, take minutes of their meetings, establish meeting schedules, and prescribe the manner and method of providing notice of committee meetings to members and the Board.
4. Failure by a committee member to attend three (3) successive committee meetings, or one-third of committee meetings during a twelve (12) month period (“absentee limit”), shall result in termination

of committee membership as of the meeting that triggers the absentee limit, and the committee shall recommend a replacement to the Board for consideration.

5. The Board may temporarily add to the membership or associate membership of a committee with no current vacancies under these Rules where it determines that a candidate or candidates are well-qualified and very interested in contributing to the work of the committee, provided that no subsequent committee vacancies may be filled until the committee drops back to its authorized level under these Rules except pursuant to this Rule.

6.1 Finance Committee

The Finance Committee is a standing committee of the Board pursuant to Section 8.1(c) of the Bylaws.

6.1.1 Purpose:

To review all financial summaries, documents and reports, and make recommendations to the Board regarding financial matters.

6.1.2 Responsibilities:

In accordance with Section 8.1(c) of the Bylaws, the Committee:

1. Monitors financial statements for the budgets.
2. Monitors management of the Reserve Fund for compliance with applicable laws. See Section 6.2 Reserve Subcommittee.
3. Manages investments to assure liquidity to meet funding forecasts established by the latest reserve study.
4. Reviews data regarding the cost of living index and recommends the percentage adjustment in the annual dues to the Board as provided in Article 11 of the CC&Rs.
5. Reviews budget data as presented by the Professional Manager.
6. Drafts the annual operating and reserve budgets and recommends them to the Board.
7. Reviews requests for Owners' Association funds outside the approved budget and makes recommendations to the Board regarding such requests in accordance with Rule 8.7.3.
8. Analyzes data and recommends the appropriate amount of user fees to the Board.

6.1.3 Committee Members:

There shall be seven voting members including six Owners and the Board Treasurer. The Board Treasurer will be a voting member of the Committee and may be chair. The Committee may appoint up to three (3) non-voting associate members. Until such time as a vacancy occurs, a newly-elected Treasurer may become the eighth voting member of the Committee, if the retiring Treasurer remains on the Committee as a seventh Owner.

6.2 Reserves Subcommittee of Finance Committee (Effective 2/2/18)

The three-member Reserves Subcommittee consists of three Owners appointed by the Finance Committee, one of whom shall be selected as chair by the Finance Committee. It is responsible for the annual review and update of the Reserve Fund required by Oregon law. A professional reserves consultant provides services for the annual update.

Reserves Subcommittee responsibilities:

1. As soon as possible prior to the beginning of each calendar year, investigate by personal on-site inspection and evaluate each recommended expenditure in the latest reserve study which is scheduled for repair or replacement within the following year. Ratify the professional reserves consultant's recommendations, or, if deemed appropriate, recommend either a delay or elimination of suggested reserves items. For those items approved to go forward by this process, once the reserves budget has been approved, initiate action leading to the procurement of appropriate

equipment and services provided that the cost is under \$5000 and within the limits set forth in the reserves budget. Community management personnel inputs, as well as resident expertise, may be requested for evaluation of items of broad interest such as carpeting and fitness equipment.

2. Throughout the year, identify any periodic unscheduled equipment, facility, or landscaping expenditures involving Reserve Fund assets; initiate action leading to the procurement of needed equipment, maintenance and services in accordance with Rule 8.7.3.
3. Provide the professional reserves consultant with information to prepare a revised reserves study for use in the next annual budget. Information to be communicated includes all changes in, eliminations from, and additions to common property assets made during the current budget year and all common property assets whose scheduled maintenance or repair was delayed, eliminated or accelerated by action of the Reserves Subcommittee during the year.
4. Incorporate appropriate material from revised reserve study into the reserves budget preparation for the following year.

6.3 Election Committee

The Election Committee is a standing committee of the Board pursuant to Section 8.2(a) of the Bylaws.

6.3.1 Purpose:

The Election Committee is charged with the responsibility of conducting regular and special elections of the Board. The committee may enlist the help of other Occupants on details of any given election.

6.3.2 Responsibilities

1. Determine the format of an election consistent with MMOA Bylaws and State law.
2. Develop the ballot and proxy with information and wording consistent with our MMOA Bylaws and State law.
3. Approve all published information to Owners concerning the election including arguments in favor/against any proposal.
4. Determine the eligibility to vote consistent with Section 5.3 of the CC&Rs and using the latest list of Owners from Management.
5. Propose to the Board any policy or rule interpretation regarding details of an election. Legal counsel will be requested as appropriate.
6. Conduct the campaign and supervise all activities of the election.

6.3.3 Committee Members

There will be seven voting members appointed by the Board, six Owners and the Board Secretary. The Committee may appoint up to three (3) non-voting associate members. Until such time as a vacancy occurs, a newly-elected Board Secretary may become the eighth voting member of the Committee, if the retiring Secretary remains on the Committee as a seventh Owner.

6.4 Architectural Review Committee

The Architectural Review Committee is a standing committee of the Board pursuant to Section 8.1(a) of the Bylaws.

6.4.1 Purpose:

To review and approve or disapprove plans, specifications, design, construction, and alterations to all improvements built within Mountain Meadows, limited to exterior elements.

6.4.2 Responsibilities:

1. In accordance with Articles 6 and 9 of the CC&Rs, the Committee:
 - a. Provides oversight and policy development with the Community Director.
 - b. Monitors all requests from Owners for construction and alteration of exterior elements submitted for consideration to the Community Director.
 - c. Provides notice to all Owners within approximately 300 feet of the proposed modification as required by Section 9.4(a) of the CC&Rs.
 - d. Insures submissions provide sufficient detail to insure compliance with Article 9 of the CC&Rs and existing design guidelines.
 - e. Makes plans and specifications available to interested Owners during normal business hours.
 - f. Provides notice in writing of approval or disapproval to the requesting Owner within 45 days of receipt of all required information as determined by committee members.
 - g. Promulgates and issues design guidelines as needed.
 - h. Assures that the applicant Owner has shown that any improvements are in conformance with the local ordinances, rules, regulations, Article 6 of the CC&Rs and design guidelines.
 - i. Recommends rules and rule revisions to the Board as needed.
2. The Community Director will:
 - a. Hold copies of all requests and written responses for historical record-keeping.
 - b. Inspect each completed project to insure compliance with approval conditions and expectations in accordance with Section 9.11(b) of the CC&Rs.
 - c. Provide a monthly report of approved and denied applications to the Board.

6.4.3 Committee Members:

The Committee will be composed of not more than five Owner members appointed by the Board with members serving a term of two years unless lengthened or shortened by the Board. Committee members serving as of the effective date of these Rules may continue serving without any expiration to their terms. One member will be an architect, building designer or contractor or shall have such other similar qualifications as the Board may deem appropriate. In addition to the Committee's regular members, a member of the Board shall serve as a voting Representative if no member of the Committee is also a member of the Board. The Committee may appoint up to three (3) non-voting associate members.

6.5 Compliance Committee

The Compliance Committee is a standing committee of the Board pursuant to Section 8.1(b) of the Bylaws, and its membership and duties are as set forth in Section 12.10 of the CC&Rs.

6.6 Management Evaluation Committee

The Management Evaluation Committee is created as a standing committee pursuant to Section 8.2 of the Bylaws. The committee is composed of three members of the Board and one member appointed by the Co-Council.

Duties include

1. Development of a performance evaluation instrument to be completed by Board members, condominium association boards, and standing committee chairs.
2. Preparation of initial draft of the Professional Manager's performance evaluation, based on the compilation of responses from the evaluation instrument. Evaluation includes the Community Director's performance.

It is not empowered to supervise management or food service management personnel.

6.6.1 Management Performance Review

1. The Management Evaluation Committee will communicate the results of the performance evaluation to the Board and the condominium association presidents in closed session.
2. The Board and condominium association presidents will evaluate each performance item with budget limitations and manpower in mind.
3. After completion and approval by the Board and condominium association presidents, the review will be presented to the Professional Manager and the Community Director by the Management Evaluation Committee. The review will be given to the Professional Manager and Community Director prior to the formal presentation of the review.
4. Any deficiencies identified will be reviewed after three months for further action if necessary.
5. The Professional Manager may also be invited to provide feedback to the Management Evaluation Committee at the time of the evaluation.

6.7 Long Range Planning Committee

The Long Range Planning Committee is created as a standing committee pursuant to Section 8.2 of the Bylaws.

6.7.1 Purpose

1. Assist the Mountain Meadows Community and the Board of Directors in developing and implementing a plan (“Plan”), consistent with the MM vision statement, which seeks to maintain MM as a highly regarded independent-living, age 55+ community.
2. Undertake specific planning assignments as directed by the Board.
3. Act as a resource for the Board when issues arise that pertain to the Plan.

6.7.2 Organization

1. The Committee will be composed of seven (7) to nine (9) members who represent a cross-section of Occupants or Owners.
2. In addition to the Committee’s regular members, a member of the Board shall serve as a voting Representative if no member of the Committee is also a member of the Board. Up to three (3) non-voting associate members may represent other entities such as Owners and Occupants, Developer, a Mountain Meadows Realty Representative, and the Community Director.

6.7.3 Functions and Responsibilities

The Committee shall:

1. Involve the Mountain Meadows community in the planning process through presenting information in the Weekly Update, the Owners and Occupants website, and other media; holding town halls and other meetings with Owners and Occupants; and conducting surveys as appropriate.
2. Obtain information on Mountain Meadows and other groups and organizations regarding demographic changes, interests, concerns, and other factors which may influence Mountain Meadows planning. Maintain a database of this information to support planning activities.
3. Communicate with other Mountain Meadows committees, the Professional Manager and Community Director, the Developer, and others as appropriate, on the development and implementation of the Plan.
4. Serve as a motivator for the execution of the Plan. Monitor the results being obtained.
5. Periodically evaluate existing and potential conditions, both internal and external, which could affect the Plan.
6. Regularly maintain and update the Plan. Make recommendations to the MMOA Board on changes for their consideration and adoption.

7. Report annually to the Community on the status of the Plan and its implementation.

6.8 Community Marketing Committee

The Community Marketing Committee is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.8.1 Purpose (Effective 4/2/21)

The committee's purpose is to establish, and keep updated, branding and other marketing strategies designed to promote the strong sense of community existing at Mountain Meadows. These include strategies that will attract people to Mountain Meadows as potential residents, publicize the benefits of life in the Mountain Meadows community, and, through outreach to the Rogue Valley community and elsewhere, encourage people to experience our community. In order to further this purpose and maintain a high level of demand for the values represented by the Mountain Meadows community, the committee may assist, within the limits of state law, licensed real-estate brokers in marketing the community. The committee is also tasked with developing and managing the Mountain Meadows marketing (external) website.

6.8.2 Membership and Responsibilities (Effective 4/2/21)

1. The committee is comprised of up to nine voting members. In addition to the Committee's regular members, a member of the Board shall serve as a voting Representative if no member of the Committee is also a member of the Board. A representative of any licensed real estate broker maintaining an office at Mountain Meadows may attend the Committee meetings.
2. Rule 7.1, including all subsections thereof, is hereby enacted as set forth below, effective upon adoption by the Board.
3. The committee may propose and implement, after any required approvals, marketing initiatives consistent with the above-stated purpose.
4. The committee shall meet monthly, or otherwise at the call of the chair, to oversee policy and procedure related to the above-stated purpose.

6.9 Resident Services Committee

The Resident Services Committee (RSC) is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.9.1 Purpose

The RSC is an advisory group for MMOA that promotes the successful integration of new Occupants into Mountain Meadow's community life and provides social and educational events for all Occupants.

6.9.2 Responsibilities:

1. RSC hosts and welcomes new Occupants to the Mountain Meadows community.
2. RSC organizes programs and presentations relevant to the well-being, safety, and interests of the community.
3. RSC hosts social events that bring the community together to celebrate special occasions.

6.9.3 Committee Members:

1. The Committee will have up to nine (9) voting members.
2. In addition to the Committee's regular members, a member of the Board shall serve as a voting representative if no member of the Committee is also a member of the Board.
3. The Committee may add up to three (3) non-voting Associate members.

6.10 Transportation Sub-Committee of the Resident Services Committee

6.10.1 Purpose

The Transportation Subcommittee is an advisory group charged with identifying the transportation needs of the community and the resources available within the greater Rogue Valley to meet those needs. The Subcommittee will have up to seven voting members and the committee members and chair will be appointed by the Resident Services Committee.

6.10.2 Responsibilities:

1. To periodically review and research potential transportation options for the community's on-demand needs.
2. To determine the cost and feasibility of potential transportation options and proposed methods of funding, if required.
3. To stay current on new or improved transportation options available in Ashland and Jackson County.
4. To identify current transportation resources, public and private, and inform Occupants of their availabilities.
5. To make pertinent information available to the community.

6.11 Activities & Events Committee

The Activities & Events Committee is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.11.1 Purpose

The Activities & Events Committee is established in order to foster activities in the Clubhouse (other than dining); to oversee the use of the Clubhouse space by resident interest groups (e.g., Library, Arts, Woodworking, Seasonal Décor, etc.), as well as individuals, and to review donation offers to make recommendations to the MMOA Board (see Section 8.1.11).

6.11.2 Responsibilities and membership:

The Committee is comprised of up to seven voting members. In addition to the Committee's regular members, a member of the Board shall serve as a voting Representative if no member of the Committee is also a member of the Board. Additionally, the Committee may add up to three (3) non-voting associate members. (Library representative is ex-officio).

6.12 Library Subcommittee of the Activities & Events Committee

The Library Subcommittee of the Activities and Events Committee is responsible for organizing and maintaining a Library of books, magazines, newspapers and audio visual materials (e.g., DVDs and CDs) for the use of Owners and Occupants of Mountain Meadows.

6.12.1 Responsibilities:

1. To select and purchase new books and audio visual materials for the Library as well as receiving suitable donations from Owners or Occupants.
2. To process and catalog library items.
3. To receive donated magazines, displaying them and discarding back issues as needed.
4. To subscribe to certain newspapers, displaying them and recycling old issues.
5. To determine policies that provide for an up-to-date library for the Owners and Occupants.
6. To prepare an annual budget for operating expenses.

6.12.2 Committee Members

The Subcommittee shall consist of volunteer members. Chair shall be elected by the subcommittee members.

6.13 Seasonal Décor Subcommittee of the Activities & Events Committee

Displays of decorative items are desired at central and high-use places in the Clubhouse and Dining Room

6.13.1 Purpose

1. To enhance the permanent decor,
2. To engage persons visually.
3. To recognize the passing seasons and some holidays.

6.13.2 Responsibilities

1. To use items and/ or materials that will last, are not allergenic, and are not offensive.
2. To stay within the budget determined by the Activities and Events Committee.
3. To put up and remove/ replace décor in a seasonally timely manner.

6.13.3 Membership

Individuals appointed by Activities and Events Committee.

6.14 External Relationships Subcommittee of the Activities & Events Committee (as of 9/9/18)

The External Relationships Subcommittee is established as a subcommittee of the Activities and Events Committee of the Board pursuant to Section 8.2 of the Bylaws

6.14.1 Purpose

The External Relationships Subcommittee of the Activities and Events Committee is responsible for reaching out to organizations in Ashland and the Rogue Valley to enhance Mountain Meadows external relationships by:

1. making the organizations aware of what Mountain Meadows contributes to their success, and
2. finding opportunities for Mountain Meadows residents to make connections with the external community.

6.14.2 Responsibilities

1. Identify external organizations with which Mountain Meadows would like to establish or enhance a relationship
2. Engage with these community organizations to determine:
 - a. What involvement by Mountain Meadows would be attractive or most helpful to them
 - b. What potential engagement with these organizations would be attractive to the Mountain Meadows community
3. Develop opportunities (e.g. events, volunteer activities, collaborative experiences) for connection with these organizations
4. Periodically survey Mountain Meadows residents to assure that the Subcommittee is making connections with organizations that are of interest our community.
5. Regularly inform the Activities and Events Committee of plans and activities.

6.14.3 Subcommittee Members

1. The Subcommittee will have up to 7 (seven) volunteer members. Additional, temporary members may be added for specific projects. Membership will be recruited by the Subcommittee.
2. Chair shall be elected by the members.

6.15 Fitness Committee

The Fitness Committee is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.15.1 Purpose

1. To propose to the Board rules and regulations governing the operation of the Fitness Center and fitness programs.
2. To review and evaluate programs or modifications to existing programs, and submit recommendations to the MMOA Board.
3. To monitor fitness activities to ensure compliance with the Mountain Meadows Vision Statement and the overall interest of persons in cooperation with the Community Director.
4. To provide fitness programs for Occupants, Owners, and guests to maintain or improve their physical fitness.

6.15.2 Responsibilities

1. Assist the Finance Committee and Community Director on budget formulation.
2. Review guest policy and user fees and suggest changes to the MMOA Board as needed.
3. Review and evaluate all existing and proposed fitness programs. Each program shall be reviewed for the number of persons who participate and the program's value for promoting fitness. Based on the evaluation, the Committee may recommend that a program be added or deleted. The recommendation, with a cost impact and benefit potential, shall be submitted to the Finance Committee and then to the MMOA Board for review and approval.
4. With oversight by the Fitness Committee, the Community Director will supervise daily operations and staff issues.
5. Oversee maintenance of fitness equipment, pool, and hot tub. Recommend changes when needed.

6.15.3 Committee Members

1. The Committee shall be comprised of seven (7) voting members.
2. In addition, the Committee may appoint up to three (3) non-voting associate members.
3. If no regular member of the Committee is a MMOA Board member, a member of the Board shall serve as an additional voting member.

6.16 Grounds and Natural Areas Committee

The Grounds and Natural Areas Committee is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.16.1 Purpose

1. Provide general oversight and guidance regarding the common outdoor grounds of MMOA, including landscaping, new planting, irrigation, and Kitchen Creek and its riparian areas.
2. Provide outreach and assistance to other committees and resident groups whose interests include the aesthetics of the common outdoor areas of MMOA.

6.16.2 Responsibilities

1. Meet at least bimonthly to discuss issues related to the Committee's stated purposes.
2. Working through the Community Director, provide general oversight and direction to the landscaping company.
3. Provide recommendations to the Finance Committee regarding budget issues relating to the Committee's stated purposes.
4. Provide short- and long-term options for enhancement of the common outdoor areas of Mountain Meadows.

6.16.3 Committee Members

The Committee will be comprised of up to seven (7) voting members plus three (3) associates. In addition to the Committee's regular members, a member of the Board shall serve as a voting representative if no member of the Committee is also a member of the Board.

6.17 Food Services Committee

The Food Services Committee is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.17.1 Purpose:

To advise and recommend to the MMOA Board on matters related to food services on the Mountain Meadows campus. This shall include but not be limited to the Dining Room, alternative dining venues, food trucks, and vending machines.

6.17.2 Responsibilities

1. Monitor the applicability and viability of all policies and rules for the food services outlined in paragraph 6.16.1 and make recommendations to the MMOA Board for changes and updates as appropriate.
2. Solicit opinions and suggestions from the community for the enhancement of the dining experience.
3. Act as Occupants' interface to the Dining Room staff, fielding and consolidating comments and suggestions to maximize Occupant input within contractual and cost limitations.
4. Monitor management reports regarding costs, meals served, etc., and provide summary evaluations to the Finance Committee and the MMOA Board at least annually.
5. Periodically review menu pricing and make recommendations to the Finance Committee and the MMOA Board.
6. Continually assess the changing needs of the community and investigate supplemental and alternative solutions, making recommendations to the MMOA Board as appropriate.

6.17.3 Committee Members

The committee shall consist of seven (7) voting members plus three (3) associates. In addition to the Committee's regular members, a member of the Board shall serve as a voting representative if no member of the Committee is also a member of the Board. Representatives of the Management Company and Dining Room management will be invited to participate as non-voting partners.

6.17.4 Operation and Reporting

Recommendations to the MMOA Board shall be adopted by formal vote of the committee in meeting, and shall be stated in the meeting minutes. In addition to formal minutes, the chair or designated committee member will summarize meeting actions, including recommendations to the Board, and report this to the Board and the community in a timely article in the Weekly Update and the website.

6.18 Community Art Committee

The Community Art Committee (CAC) is created as a standing committee of the Board pursuant to Section 8.2 of the Bylaws.

6.18.1 Purpose:

To advise the Board of Directors regarding the choice, purchase and placement of artworks or other aesthetic elements within the interior and exterior common area of Mountain Meadows, such as the Clubhouse, the Dining Room, the Fitness Center, and the common-element parks and grounds.

6.18.2 Responsibilities:

1. To consult with the Activities & Events Committee regarding artwork placement within the Clubhouse.
2. To formulate a plan to involve Occupant or Owner input when purchases of outdoor artwork are considered.
3. To consult with the Architectural Review Committee regarding placement of outdoor artwork.
4. To recommend future artwork acquisitions, based on the results of 1 and 2 or 3 above.
5. To review existing artwork and placement, identifying areas perceived as needing enhancement or modification e.g. the stairway gallery and the display case.
6. To create and administer a community art fund to support all the arts within the community.
7. To create and administer a Remembrance Tree program and fund.
8. To consider surrounding physical environment and landscape features when recommending outdoor art work or other aesthetic objects like park furniture.
9. To review all offered art donations made to Mountain Meadows and make a recommendation to the appropriate Committee. If approved by the appropriate Committee the chair of CAC brings the matter to the MMOA Board. The CAC sends out a thank-you card when a donation has been approved or regrettably declined. (See Donation policy, section 8.1.11.2).

6.18.3 Committee Members:

1. The Committee will have up to seven voting members, augmented by up to three (3) non-voting associate members. In addition to the Committee's regular members, a member of the Board shall serve as a voting representative if no member of the Committee is also a member of the Board. The Committee members will include professional artists and non-artists.
2. To ensure that the surrounding physical environment, landscaping, and artwork are viewed as a whole when considering outdoor art, the committee will appoint a landscape subcommittee consisting of three members with landscaping expertise. The sole responsibility of the subcommittee will be, when called upon, to ensure that outdoor artwork being considered by the CAC is compatible with the existing landscape. This responsibility will involve researching and recommending improvements in design and usage – or even withdrawal – of a proposal.

6.18.4 Art Acquisition---Community Art Fund

1. Donations are covered by Sections 8.1.11 Item Donations and 6.17.2 Community Art Committee Responsibilities.
2. Purchase of new works for common areas (internal and external)
 - (a) The Community Art Fund has been established and can be added to through the MMOA budget, individual gifts, grants and fundraisers.
 - (b) When sufficient funds are available for the purchase of art, or materials or equipment supporting the arts, the CAC researches possible purchases and makes decisions based on (where appropriate) community suggestions, potential location, aesthetics, budgetary and

physical concerns (ex. safety, traffic patterns, landscape needs.) The CAC will consult with the ARC with regard to external works such as sculptures, etc.

- (c) The CAC will seek or give input through some of the following means: an open meeting of the committee, a report to the A and E committee, newsletter articles which solicit written comments, and/or a photographic display providing a means for Owners and Occupants to provide comments. The CAC then evaluates feedback from the community to determine if it will make a recommendation to the appropriate committee and the Board of a specific purchase. All comments, pro and con, need to be put in writing and sent directly to either the Chair or a committee member to be considered valid.

6.19 Emergency Preparedness and Safety Committee

The Committee is created as a standing committee pursuant to Section 8.2 of the Bylaws.

6.19.1 Purpose

To design, implement, and maintain emergency preparedness and safety measures for the Mountain Meadows community, including Occupants, staff, and other persons on-site in Mountain Meadows. This includes education and training of personnel, and advising the Board of Directors on recommended measures to enhance safety and ensure improved protection of life and well-being in the event of emergency conditions. See Section 8.18.

6.19.2 Responsibilities

1. To develop emergency response procedures appropriate for the Mountain Meadows environment.
2. To coordinate obtaining and maintaining information on Occupant needs in the event of an emergency. Information will be held and maintained by the neighborhood Emergency Response Coordinators.
3. To organize and manage Emergency Response Teams for each Mountain Meadows neighborhood.
4. To organize an overall Mountain Meadows Emergency Response group to coordinate activities across the entire Mountain Meadows community.
5. To develop and distribute Emergency Response Handbooks for all Emergency Response Team members.
6. To maintain coordination with City of Ashland and Jackson County government emergency response resources.
7. To organize training of Occupants and Emergency Response Teams for emergency response actions.
8. To keep documentation, training, and organization for emergency response current.
9. To examine safety issues in the Mountain Meadows environment and make recommendations to the Board of Directors for action.
10. To keep the Board of Directors informed about the status of emergency preparedness, at least semi-annually.
11. To assist Mountain Meadows Occupants in implementing personal emergency preparedness.

6.19.3 Committee Members

The Committee will have five to seven voting members, augmented by up to three non-voting associate members. In addition to the Committee's regular members, a member of the Board shall serve as a voting representative if no member of the Committee is also a member of the Board.

6.19.4 Liaison with Neighborhood Emergency Response Groups

Each Mountain Meadows neighborhood (both condominium associations and house neighborhoods) will establish and maintain emergency response groups focused on the needs of their neighborhood. The Emergency Preparedness and Safety Committee will maintain regular liaison with the neighborhood emergency response groups and help coordinate capabilities across the entire Mountain Meadows campus.

7 OTHER GROUPS, NOT ESTABLISHED AS STANDING OR AD HOC COMMITTEES

7.1 Resident Website Editorial Board (Effective 4/2/2021)

7.1.1 Purpose

To oversee and maintain a password-protected website for Mountain Meadows Owners and Residents (Resident Website). The Resident Website Editorial Board (R-WEB) is an advisory group charged with coordinating with Management Staff concerning the maintenance on the Resident Website of governance documents, calendar information, the Weekly Update (WU), and other materials of interest to residents. The development and maintenance of the Resident Website is to be the responsibility of Management with the support of the R-WEB.

7.1.2 Goal of Website

To provide information regarding governance and activities of Mountain Meadows to Owners and Residents, and to facilitate exchange of ideas and insights among Owners and Residents.

7.1.3 Responsibilities:

1. Determine the layout and content of the Resident Website.
2. Work with Management Staff to establish responsibilities for uploading information and documents in a timely manner.
3. Maintain residents' privacy by use of appropriate technology such as login and password protection.
4. Identify and implement ways to improve and enhance information and resources on the website.
5. Establish and implement procedures to assist members of the community with their questions about or problems with use of the website.
6. Periodically hold meetings with Owners and Residents to demonstrate new functions and other changes to the website. These meetings may also serve to assess levels of use and usefulness of the website, and revise the website as needed.
7. Meeting minutes are not required.

7.1.4 Resident Website Editorial Board Members

The R-WEB shall consist of three to seven members initially appointed by the MMOA Board. Thereafter, the R-WEB may fill any open position. The R-WEB will select a Website Coordinator from its membership to chair the R-WEB. Members need not have technical knowledge of computers; they should have experience using computers in their lives and a willingness to contribute to improving the website. The R-WEB welcomes participation of residents with an interest in contributing to the website (writers, editors, people experienced with computers, etc.). Meetings with Management Staff assigned to the Resident Website may be held quarterly at the discretion of the R-WEB, and would be open to Owners and Residents. Other meetings may be held on an as-needed basis, without prior announcement to the community.

7.2 Lark Editorial Board

7.2.1 Purpose

The Lark Magazine Editorial Board was created to publish original stories, poems, opinion pieces, informative articles, and photography by residents. The Lark Editorial Board is comprised of current and past residents of Mountain Meadows.

7.2.2 Responsibilities

1. Publish the magazine quarterly.
2. Receive resident's submissions and review them for editing.
3. Work directly with contributors for any required changes.
4. Meet as needed during the editing process to discuss format, appropriateness and layout. Proofread copy.
5. Coordinate with the clerical staff to print and distribute the final version.
6. Submit any articles longer than a page to the Owner and Occupant Website to be posted as "Lark Unlimited."

7.3 Woodshop Interest Group

The Woodshop Interest Group was established to manage the use of the Mountain Meadows woodshop.

7.3.1 Purpose (Effective 7/6/18)

The purpose of the Woodshop Interest Group is to provide residents and owners with safe access to woodshop facilities and tools for both personal and community projects

7.3.2 Responsibilities (Effective 7/6/18)

1. Orienting and training member users in the safe and proper use of the facilities and tools of the woodshop. Owners and occupants wishing to join the woodshop must show a working knowledge of the shop tools prior to use. This shall take place at a scheduled woodshop meeting or when special arrangements are made.
2. Maintaining woodshop facilities and tools in good condition, including servicing and replacement of worn or broken items.
3. Maintaining woodshop equipment manuals and other instructional materials in current condition.
4. Maintaining the woodshop in good order and cleanliness, with clear indications of ownership of personal materials, tools, and projects.

7.3.3 Membership (Effective 7/6/18)

The Woodshop Interest Group will have two member directors. All Owners and Occupants are eligible to be members of the Woodshop Group, at the discretion of the directors. Management's maintenance personnel may also use the woodshop.

7.4 Trips and Travel Interest Group

7.4.1 Purpose

In response to the requests of Mountain Meadows residents, Trips and Travel has been established as an Interest Group with the purpose of arranging travel and providing opportunities to share travel experiences for members and guests.

7.4.2 Responsibilities

1. Determine travel opportunities the community desires, seek out vendors, publicize the trips to the community and manage the organization of the trips.
2. Represent MMOA with vendors seeking to offer trips to Mountain Meadows residents, including publicity and dissemination of information.
3. Collection for the costs of the trips which are to be paid for by participants
4. Organize opportunities for MMOA and their guests to share stories and visuals of their travels.

This interest group shall be terminated when there is no longer an interest.

7.5 MMOA Capital Donations Fund Task Force

7.5.1 Purpose

To raise funds from the Mountain Meadows Community and other sources to accomplish capital improvement projects.

7.5.2 Leadership and Responsibilities

Capital project fundraising is led by the five-person Capital Donations Fund Task Force appointed by the MMOA Board (including one Board member) and supported by the Community Director. The Task Force will establish and implement plans for raising sufficient funds for major capital projects after surveying the community and gaining approval by the MMOA Board.

8. OPERATING RULES (As provided for in Section 4.3 of the CC&Rs and Article 9 of the Bylaws)

8.1 Clubhouse Space

Clubhouse Space includes all areas of the Clubhouse, including the Dining Room, for purposes of decoration and special MMOA meetings. All space considerations are made with multiple use in mind and subject to reallocation as needs of the community evolve.

8.1.1 Sonitrol Fob Issuance (Effective 5/2/17)

The Sonitrol system in place for the Clubhouse and Fitness Center provides secure access to these facilities during certain hours by Occupants and/or Owners only. ONE Sonitrol access fob will be issued to each Occupant or Owner of Mountain Meadows, as defined in CC&R Sections 1.35 and 1.38, at the time he/she/they take occupancy or acquire ownership. At such time as the Occupant no longer resides at Mountain Meadows or the Owner sells his or her unit in Mountain Meadows, the fob will be de-activated.

8.1.2 Sonitrol Fob Replacement Fee

Replacement of Sonitrol fobs will be charged a current replacement fee.

8.1.3 Message Box Use

The message boxes located in the hallway adjacent to the Clubhouse were built by members of the woodshop for the convenient use of Mountain Meadows residents. Residents may use the message boxes as a means of communicating with each other. Residents are advised that the message boxes are not secure, and there is no guarantee that material left in the message box(es) will reach the intended individual(s).

The message boxes may NOT be used by Golden Aspen Commercial tenants, outside businesses or individuals who do not live at Mountain Meadows. Residents may not give permission for outside businesses to use the message boxes. Residents may not advertise outside businesses in the message boxes. Any use of the message boxes, other than by residents, shall require the prior approval of the Community Director, or ultimately, the MMOA Board.

8.1.4 Resident Priority Use

It is the policy of the Mountain Meadows Owners' Association to give priority to residents and resident organizations for the use of any and all facilities of the Mountain Meadows Clubhouse.

8.1.5 Schedule Coordination

The schedule of Clubhouse activities has been delegated to and shall be maintained by the Community Director or assigned staff person. Copies of the Clubhouse activities schedule shall be available to Mountain Meadows residents on request.

8.1.6 Clubhouse Safety

1. The Association subscribes to the principle that safety is primarily the responsibility of individual residents.
2. Without significant exception, safety and access issues relating to the Clubhouse are the responsibility of the Community Director.
3. The Community Director periodically will make arrangements with the chief fire marshal to conduct safety exercises with staff and residents.
4. Maximum occupancy signs will be posted in every room of the Clubhouse.

8.1.7 Activities and Solicitation

1. All meetings, events and activities must be sponsored by a participating Mountain Meadows resident, resident interest group, Mountain Meadows Realty, or a Committee. No further approvals are required for sponsored activities and events except for the following: Committee sponsored events that are outside the charter of the committee are subject to approval by the same rules applicable to resident interest groups. Resident or Resident Interest Groups, sponsored activities or events which involve active participation by outside speakers, performers, etc. require advance approval of the Activities and Events Committee. Repeating activities and events such as Music at the Meadows, Democrats Plus, SOPTV, and Cabaret require approval for the first event. No further approvals are required for subsequent similar activities and events. Family events require no approvals. All events must be scheduled in advance with the Community Director or assigned staff member.
2. With advance approval of the Activities and Events Committee via the Community Director, Residents may offer their services or skills, for a fee, to other residents (and including non-residents) who desire to take advantage of such services or skills. Any classes that require use of Clubhouse space must be arranged with the Community Director in advance.
3. Residents or any speakers or entertainers that are sponsored by a participating resident, Mountain Meadows Realty or a Committee, will be allowed to offer their printed or published material or media to residents who may wish to purchase same.
4. The sponsoring resident, Mountain Meadows Realty or Committee will be totally responsible for the safety and security of the Clubhouse during the event, especially when such events occur during evening or weekend hours when staff is not present. This includes security of exterior doors, monitoring to ensure escape routes are not blocked and observation of the Clubhouse Sonitrol security hours. ***Under no circumstances will candles or any open flame be allowed in any Clubhouse space (excluding the Dining Room during regular dining hours).***

5. These rules are subject to change if the Clubhouse security is compromised or complaints of misuse by sponsored speakers, entertainers or residents charging fees for services are received by the MMOA Board of Directors or the Community Director.

8.1.8 Clubhouse and Fitness Center Hours

The Clubhouse is open **7:30 a.m. to 7:30 p.m.** The Sonitrol fob will allow resident access to the Clubhouse from **6:00 a.m. to midnight**. The Clubhouse/Golden Aspen elevator has front and rear access doors. The front elevator door accesses the Clubhouse from **6:00 a.m. to midnight**. The rear elevator door accesses Golden Aspen at all times. The Clubhouse is alarmed and locked from **midnight to 6:00 a.m.** Receptionist hours are from **8:30 a.m. to 5:30 p.m.**, Monday through Friday, except holidays, with one hour for lunch.

The Fitness Center is open **7:00 a.m. to 5:00 p.m.** Monday through Friday. The Sonitrol fob will allow resident access to the Fitness Center from **5:00 a.m. to 11 p.m.** The Fitness Center is alarmed and locked from **11:00 p.m. to 5:00 a.m.** The pool is open Monday through Friday from **7:00 a.m. to 5:00 p.m.**, and Saturday from **8:00 a.m. to 4:00 p.m.** It is closed on Sunday.

8.1.9 Room Usage and Fees

The following will be established standards for room usage in the Clubhouse facilities at Mountain Meadows. All meeting rooms must be reserved and scheduled through the Front Desk.

1. Due to staff time involved in room set up, meeting rooms will be scheduled based on anticipated group size.
2. MM residents will not be assessed a room usage fee. This includes events where outside instructors have been hired by residents.
3. A meeting or event involving MM residents, but also including non-residents, will not be charged a room usage fee, as long as the event is scheduled and participated in by the resident.
4. A Clubhouse set-up/tear-down fee may be charged to residents who use the facilities for private events and/or request staff assistance. See the fee schedule.
5. Resident programs will have priority over programs involving outside participants. Arrangements and reservations for Clubhouse facilities must be made in advance with the Community Director and/or appropriate staff member.
6. Special Interest Groups (self-formed groups) not operating under the MMOA budget will be responsible for providing their own materials. If staff time is requested, a fee will apply. See fee schedule on last page.
7. Activities and events funded under the MMOA budget will not be required to pay for materials and/or staff time. Music at the Meadows are budgeted performances and will not be charged as stated above. Residents involved in these events are responsible for stuffing message boxes.
8. All Clubhouse meeting rooms must be scheduled through the Front Desk and placed on the Master Calendar.
9. Meeting rooms may *only* be scheduled by Mountain Meadows residents or staff members. Non-residents may not reserve or schedule Clubhouse facilities.

8.1.10 No Equipment Borrowing

No borrowing or renting equipment from the Clubhouse will be allowed, except for sanctioned activities open to all Mountain Meadows residents.

8.1.11 Item Donations (Revised 6/19/20)

1. All items donated for use and/or location in the common areas require the prior approval of the special interest group or committee affected by such donation, i.e. Woodshop, Kitchen Creek Gardeners, Community Art Committee, Seasonal Décor Group, Library Subcommittee, Fitness Committee, etc..
2. If the donated item would reside in and affect the Clubhouse or Dining Room, it would require the prior approval of the Committee affected by the donation and the subsequent approval of the Activities & Events Committee for their further recommendation to the MMOA Board of Directors.
3. Each committee or interest group will be responsible for developing their own criteria for acceptance of donated items.
4. The donor may place no future restrictions on the item donated. As donated items wear out the appropriate committee or interest group may recommend to the MMOA Board of Directors repair or replacement.
5. Any donated item which would be considered a major capital asset as defined by Rule 8.7.1 requires approval by the MMOA Board of Directors prior to final acceptance including determination if the item will be included in the Reserve Study.
6. This amendment is effective upon adoption by the Board of Directors, and the existing Rule is repealed.

8.2 Dining Room (Reference CC&Rs Section 4.5)

8.2.1 Cost of Operation

1. As part of the annual budget process or amended budget process, the Board shall determine the portion of the Annual Assessment or Adjusted Annual Assessment which will be charged to support operation of the Dining Room. Each Occupant of a Dwelling shall pay that portion. The Board may further provide that a specified part of the Dining Room portion is to cover Dining Room overhead and that the remainder of the portion may be used as a food credit by the Occupant against charges incurred in the Dining Room.
2. The Board shall determine the amounts to be charged for guest meals, take-out meals, and delivery of meals.

8.2.2 Dining Room Assessment Adjustments (Effective 5/15/20)

1. Monthly Food Credit Waiver for Medical Reasons
When an Occupant is absent from Mountain Meadows for a full calendar month because of being hospitalized or temporarily in a care facility, the monthly food credit portion of the Dining Room charge will be waived. In addition, when an Occupant is on Hospice Care or unable for medical reasons to eat any food prepared by the Dining Room for a full calendar month, the monthly food credit portion of the Dining Room charge will be waived. Prior notice is not required, but the Community Director must be advised in writing within one month after the first month for which a waiver is claimed for a retroactive waiver to apply. No retroactive waiver will be given beyond this notice period. Documentary evidence from a hospital, care facility, hospice provider, or physician justifying the claimed waiver must be submitted to the Community Director covering each calendar month for which the waiver is claimed. The names of all Occupants receiving a waiver for the monthly food credit portion of the Dining Room charge, along with the justifications for the waiver, shall be provided each month to the Board President, Board Treasurer, and Chair of the Finance Committee.

2. Vacant Dwellings

If a Dwelling has no Occupants and is vacant for a full calendar month because it is for sale or rent or because the Owner or Owners have not yet occupied it, the meal assessment rate is 75% of one individual's assessment for operation of the Dining Room even though there may be two or more Owners. If Owners or renters occupy a Dwelling for any part of a month, the full calendar month's assessment will be charged for that month. The only exception to this policy occurs when a first-time Owner buys a Dwelling from the developer. In that case, the initial month's assessments are pro-rated based on the first day the buyer takes ownership. Owners that are not Occupants may eat in the Dining Room at guest rates.

8.2.3 Qualification to Use the Dining Room

8.2.3.1 Dining Room Guest Defined

A "Dining Room guest" is defined as any non-Owner/Occupant who is invited by an Owner/Occupant to dine at the latter's expense. An Owner/Occupant can also be the "guest" of another Owner/Occupant and is not subject to any guest charge.

8.2.3.2 Meal Rates for Owners, Occupants and Guests

3. Only Occupants are allowed to charge meals against their own assessments.
4. Non-resident Owners may eat in the Meadowlark Dining Room. They will be billed for all meals. Meals will not be deducted from their monthly assessment.
5. Guests of Owners/Occupants using the Dining Room must be accompanied by the host resident. No unaccompanied "Owner/Occupant guests" will be allowed in the Dining Room with the exception of Mountain Meadows Realty guests when a guest voucher has been issued or with prior arrangements made with the Managing Director.
6. The Owner/Occupant meal rate will be charged to those in the following categories:
 - (a) Guests of Owners/Occupants who also pay any guest charge
 - (b) Staff of Mountain Meadows Realty or the Management Company
 - (c) Caregivers accompanying an Owner/Occupant to the Dining Room (including takeout)

8.2.3.3 Authority to Sign for Meals

1. Only the Owner/Occupant can sign for his or her meals eaten in the Dining Room. No one may sign another person's name.
2. An Owner/Occupant who is a guest of an Occupant will be charged to the host Occupant.
3. Caregivers, when authorized by the Occupant in writing, short-term house sitters/guests and neighbors may pick up a take-out meal for an Occupant who is incapacitated.
4. Such meal must be authorized in writing or phone call by the Occupant to whom the meal is charged. A caregiver is a person who assists with one or more activities of daily living.
5. The person signing for an Occupant must sign his/her own name and note the Occupant's name and Dwelling number when such meal has been authorized.

8.2.3.4 Commercial Renters

The Board has agreed to review the commercial renter's requests to use the Dining Room on a case by case basis.

8.2.4 Reservations (Effective 12/21/17)

1. No reservations are required for lunch except that groups of ten (10) or more people must have the approval of the Director of Dining Services by the Saturday prior to the event.

2. Reservations may be made for dinner for seating through 7:00 p.m. Owners or Occupants without reservations will be seated based upon availability. Those with reservations will be served first. Reservations must be made prior to 1:00 p.m. of the day of the dinner.
3. Reservations for Sunday Brunch may be made for seating through 1:30 p.m. Owners or Occupants without reservations will be seated based upon availability. Those with reservations will be served first. Reservations must be made prior to 4:00 p.m. on Saturday.
4. Special dinners require reservations for seating. No walk-ins will be allowed.
5. Reserved tables will be held for only 15 minutes from the reservation time.

8.2.5 Lunch-to-Go

Lunch to-go orders are available for pickup after 11:30 a.m. Orders can be placed by 11 a.m. on the day they are to be picked up; however orders in person are preferred.

8.2.6 Meal Sharing

Each person dining in the Dining Room will be charged for a meal. There will be no meal sharing.

8.2.7 Special Accommodations (Effective 12/21/17)

Owners or Occupants are expected to care for themselves on a daily basis, or hire assistance as needed. **The Meadowlark Dining Room does not cater to the individual dietary needs of Owners or Occupants and Owners or Occupants are expected to make their own choices to ensure their own healthy lifestyle.**

Caregivers (hired to assist an Owner or Occupant) who accompany an Owner or Occupant to the Meadowlark Dining Room are expected to assist the Owner or Occupant in any activity required for their dining needs, i.e. assistance with seating, filling plates at buffets, cutting of food, etc. Caregivers are considered a guest of the Owner or Occupant and will be charged (at resident meal rate) if food is consumed. Dining Room policy does not allow sharing of a meal.

When special needs arise that are of a temporary nature, an Owner or Occupant might require assistance in order to use the Meadowlark Dining Room. **In that event, a written request for assistance shall be presented to the Community Director**, who will consult with the Director of Dining Services, as to if and how special accommodations can be made, within the “independent living” philosophy of Mountain Meadows. The request will describe the particular need, along with any other information that will support the need, and will include the Owner or Occupant’s name and address.

8.2.8 Buffet

When “dining in” on Buffet nights and for Sunday Brunch, no food is allowed to leave the Dining Room. To-go orders may still be requested ahead of time.

8.2.9 Special Meal Menu Cancellation

There will be a \$5.00 per reservation (per person) fee charged for failure to cancel reservations within the time frame set forth by the chef and as noted on the “Special Meals” menu. “Special Meals” are defined as those with up-charges for special events, i.e. Christmas, New Years, Valentine’s Day, Mother’s Day, etc. The menu posted for “Special Meals” will indicate the cancellation deadline. The Director of Dining Services is given authority to make exceptions in the case of emergencies that prevent persons from canceling in the proper manner.

8.3 Fitness Center and Pool

8.3.1 Orientation to Fitness Center

Occupants, Owners, guests, caregivers providing assistance to an Occupant, and approved employees must be given an orientation to use water and land-based facilities by the Fitness Center Supervisor or an authorized designee.

8.3.2 Fitness Center Guests

1. The Fitness Center guest fee is \$5.00 per day per guest and will be billed to the Owner or Occupant using a signed invoice form. The maximum guest fee to be charged to an Owner or Occupant is \$50 per month. Guests must have a signed waiver on file and sign in on a signup sheet at the front desk of the Fitness Center.
2. All Fitness Center users must be 18 years of age or older.
3. An Owner or Occupant's guest may participate in an activity or class with approval of the instructor only if there is room after Owners or Occupants have been accommodated.
4. Any Owner or Occupant wishing to schedule an event in the Fitness Center (other than one-on-one participation) must have prior approval from the Fitness Center Supervisor.
5. Employees of the Professional Manager, the Mountain Meadows Realty Company, and the Food Service vendor may use the Fitness Center to maintain or improve their physical fitness without a fee.

8.3.3 Physical Therapists and Personal Trainers

Owners or Occupants may bring their personal trainers to the Fitness Center at no charge. Owners or Occupants using personal trainers and physical therapists not under contract with the Mountain Meadows Owners' Association or the Professional Manager assume the risk of personal injury and liability that could result from their decision.

8.3.4 Equipment

Criteria for choosing equipment include but are not limited to:

1. Professionally designed and senior-specific.
2. Commercial quality with lasting construction.
3. Easy to use and maintain at minimal cost.

Purchases of new equipment and replacement of old equipment require prior approval by the Fitness Committee and, if appropriate under the Finance Committee sections of these Rules and Regulations (Section 8.7), the Reserves Subcommittee, Finance Committee and /or MMOA Board.

If an Owner or Occupant needs special equipment prescribed by a physical therapist, the Owner or Occupant may bring that equipment into the Fitness Center subject to the prior approval of the Fitness Center Supervisor. Special equipment is for use during a workout and is to be removed when the workout is completed.

Staff may not provide any instruction and/or assistance on special equipment brought into the Fitness Center. Users are responsible for getting instruction from their physical therapist or personal trainer prior to use. Any special equipment must not impede the use of the Fitness Center by others.

8.3.5 Fee Structure for Fitness-Related Activities

Fees will be negotiated by the Community Director with the appropriate instructors to the benefit of Mountain Meadows residents so that professional services continue to be available. Approved employees may use the Fitness Center for no fee.

8.3.6 Fitness Programs Waiver and Release

All Occupants, Owners, guests, caregivers providing assistance to an Occupant and approved employees participating in any fitness program using the equipment in the Fitness Center must have signed a waiver of liability and release-of-claims form prior to use of the facilities.

8.3.7 Pool Restrictions

No one under age 14 may use the pool area. Minors age 14 through age 17 are allowed with responsible adult supervision.

Persons using prescription medications shall consult their physician before using the pool and spa.

Pool rules posted in the dressing rooms and pool area reflect these rules and the requirements of state law and shall be followed.

8.3.8 Donations to the Fitness Center

Donations offered to the Fitness Program will be considered by the Fitness Committee according to the MMOA donation policy (see Section 8.1.11).

8.4 Woodshop

8.4.1 Woodshop Waiver and Release (Effective 7/6/18)

Everyone who uses the Woodshop Facility must have on file a signed copy of a waiver and release before using the facility. Family e.g. children /grandchildren 15 years of age or older, of woodshop members may use the shop if supervised by the woodshop member and a waiver is signed by the guest as well as the sponsoring member.

8.4.2 Woodshop Operating Rules

Everyone who uses the Woodshop Facility must abide by the operating rules governing safety and other factors such as care of equipment, maintenance of equipment, and Woodshop cleanliness.

8.5 Website

The MMOA Website was created as a medium to allow Mountain Meadows Residents and Unit Owners access to the day to day affairs of the Community. Portions of the Website are “secure” and not intended to be available to the public in general.

The Community Director shall grant access to secure portions of the Website ONLY to Mountain Meadows Owners, Occupants, and employees of the Professional Manager. At such time as ownership, occupancy, or employment ceases, access will be deleted.

Any exceptions to this policy will be reviewed by the MMOA Board subject to a written request being presented to the Community Director.

8.6 Weekly Update

8.6.1 Purpose

The Weekly Update (WU) is published by the Management for residents each Friday for the coming week, covering Saturday through Friday, to provide the following:

1. Notice of the time and place for scheduled meetings of MMOA and Condo Boards, Committees, Interest Groups, Classes and for scheduled events, e.g. Music at the Meadows
2. Notice of important information regarding MMOA operations
3. Articles on the activities of MMOA and Condo Boards, Committees, Interest Groups, and the Fitness Center.
4. Articles on upcoming events at Mountain Meadows
5. Articles on new residents
6. New Acquisitions in the Mountain Meadows Library
7. Movies of the Week
8. Save the Date – a listing of upcoming events at Mountain Meadows
9. Residents' birthdays
10. Weekly Dining Room Menus and Special Holiday Menus

8.6.2 Deadline for Weekly Update Submissions

All Weekly Update submissions are due by no later than the preceding Wednesday at 3:00 p.m. Submissions should be given in written form or e-mailed (preferred) to the Front Desk Receptionist. The subject line of the e-mail should indicate that the material is for the Weekly Update (WU).

8.6.3 Weekly Update Guidelines

1. No advertising is accepted for the Weekly Update
2. All copy is edited for content, clarity, accuracy and space available
3. The Weekly Update is uploaded to the Website the Friday it is printed.

8.7 MMOA Finances (Reference CC&Rs Article 11)

8.7.1 MMOA Annual Budget (Effective 6/14/19)

1. The Annual Budget shall consist of an operating budget, funded from operating assessments, dining room assessments and revenues, and miscellaneous revenues, to provide for the day-to-day costs incurred by the Association, and a reserves budget, funded from reserves assessments, to provide for the maintenance and replacement of major capital assets. Major capital assets are (1) those which have a cost/replacement value greater than \$3,000 and a useful life of greater than two years, (2) Fitness Center equipment which has a cost/replacement value greater than \$1,000 and a useful life of greater than two years, or (3) those approved by the Board upon recommendation of the Finance Committee.
2. Budgeted expenditures should not exceed anticipated revenue for any budget year using the number of dues paying Dwellings as of January 1 of the budget year. Anticipated operating revenue includes any accumulated surplus funds beyond those needed for the operating reserves under Rule 8.7.5. Anticipated reserves revenue includes all moneys available in reserves accounts. The operating budget shall include a contingency fund of no more than 5% and the amount determined by previous year's experience.
3. The operating budget shall include provisions for all the Basic Services listed in CC&Rs, Section 5.4 and shall be consistent with the current MMOA Rules.

4. Committees must submit requests for funding annually and approved budget allocations shall be listed and reported monthly. Expenditures shall be reported monthly. It is the committee's responsibility to monitor and control these funds.
5. Significant contracted services shall have individual budgets and expenditures reported monthly.
6. A schedule of income other than monthly dues shall be included in the monthly reports. User Fees can be found in the schedule attached to the Rules and Regulations.

8.7.2 Resident Billings in Dispute

Owners or Occupants with billing disputes are required to pay the full amount on the normal billing date. If the dispute is found in the Owner's or Occupant's favor, the disputed amount will be immediately refunded.

8.7.3 Authorization of Expenditures (Revised 3/6/20)

1. In the case that an operating fund or reserve fund expenditure using budgeted funds addresses a health or safety emergency to the community, and the Community Director is not already authorized to proceed with the expenditure, the Community Director will obtain approval to proceed from an MMOA Board Officer and a Finance Committee officer, then follow-up with the appropriate approval process below. If the emergency expenditure requires funds in excess of the budget, Section 11.6 of the CC&Rs requires the approval of seventy-five percent (75%) of the Board of Directors.
2. Any proposed expenditure exceeding the approved operating or reserves budget line item limits by more than two thousand dollars (\$2000) must have Board approval in advance. Proposed expenditures exceeding approved budget line item limits by less than two thousand dollars (\$2000) may be approved by the Finance Committee provided excess funds are available elsewhere in the total approved budget.
3. Proposed expenditures from the reserves fund will follow the approval process as set forth below:
 - (a) If the expenditure is for an item not currently listed in the Reserve Study, but eligible for reserve funding, the Community Director will obtain agreement from the Reserves Subcommittee that the item should be added to the Reserve Study. Upon agreement, the Community Director will submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. If approved, the Finance Committee Chair will submit a motion to the MMOA Board for approval at the next Board meeting.
 - (b) If the expenditure is in the Reserve Study and the quote is \$5,000 or greater, but the item is not in the current year approved reserve budget, the Community Director will obtain agreement from the Reserves Subcommittee that the item should be added to the current year reserve budget. Upon agreement, the Community Director will submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. If approved, the Finance Committee Chair will submit a motion to the MMOA Board for approval at the next Board meeting.
 - (c) If the expenditure is in the Reserve Study and the quote is under \$5,000, but the item is not in the current year approved reserve budget, the Community Director will obtain agreement from the Reserves Subcommittee that the item should be added to the current year reserve budget. Upon agreement, the Community Director will submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. The Finance Committee may authorize expenses of two thousand dollars (\$2000) or less, and may recommend expenditures above that amount for Board approval.

- (d) If the expenditure is in the current year approved reserve budget and the quote is \$5,000 or greater, the Community Director will provide a courtesy notification to the Reserves Subcommittee and submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. If approved, the Finance Committee Chair will submit a motion to the MMOA Board for approval at the next Board meeting.
 - (e) If the expenditure is in the current year approved reserve budget and the quote is under \$5,000 and within the budget limit, the expenditure is automatically approved with the budget approval. The Community Director will provide a courtesy notification to the Reserves Subcommittee and the Finance Committee and will report the expenditure at the next Finance Committee Meeting.
 - (f) If the expenditure is in the current year approved reserve budget and the quote is under \$5,000 but exceeds the line item budget limit by more than ten percent (10%), but less than \$2,000, the Community Director will provide a courtesy notification to the Reserves Subcommittee and submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. If excess funds are available elsewhere in the approved current year reserves budget, the Finance Committee may grant final approval. If excess funds are not available elsewhere in the approved current year reserves budget and the Finance Committee approves the expenditure, the Finance Committee Chair will submit a motion to the MMOA Board for approval at the next Board meeting.
 - (g) If the expenditure is in the current year approved reserve budget and the quote is under \$5,000 but exceeds the line item budget limit by \$2,000 or more, the Community Director will provide a courtesy notification to the Reserves Subcommittee and submit a quote for the item to the Finance Committee for approval at the next Finance Committee meeting. If approved, the Finance Committee Chair will submit a motion to the MMOA Board for approval at the next Board meeting.
4. Proposed expenditures from the operating fund will follow the approval process as set forth below:
- (a) The proposed expenditure must be from the operating budget, an amended operating budget, or constitute an emergency expenditure under Section 11.6 of the CC&Rs.
 - (b) If the expenditure is appropriate to a line item in the budget other than Committees, Capital Improvements or Contingency Fund, is within the remaining allocation for that line item, and does not involve a contract of \$10,000 or more, the Community Director is authorized to proceed with the expenditure subject to review at the next Finance Committee meeting. In its monthly review, the Finance Committee may inquire into any such expenditures. The inquiry may result in a recommendation that the Board direct any further spending by the Community Director for a particular line item, including a requirement of approval prior to such further spending.
 - (c) If the expenditure is within the approved budget for a Committee, the Committee may authorize payment by a majority vote. Specific expenses within the total amount of the approved budget for the Committee, but not identified in its budget submission to the Finance Committee, must first be approved by the Finance Committee. A Committee by majority vote may request the Community Director to spend a portion of budgeted Operating or Reserve funds under his or her control through Rules 8.7.3.3(b) or 8.7.3.2 on a project of their choice. If the Community Director disagrees with their request, the Committee may, by majority vote, request the Board to direct the same expenditure.
 - (d) If the expenditure is proposed from the Capital Improvement or Contingency lines in the budget, or involves entry into a contract for \$10,000 or more, the Community

Director or a Committee by majority vote must submit a proposal to the Finance Committee in writing at least five (5) days before a Finance Committee vote. Proposal shall identify the purpose of the expenditure, alternative methods to achieve the purpose, all alternative vendors considered with submitted bids, the reason for preferring the recommended vendor, the amount or not-to-exceed amount proposed, and the expected timing for completion of work and payment. The Finance Committee may authorize expenditures of two thousand dollars (\$2000) or less, and may recommend projects above that amount for Board approval.

5. The Community Director may at his or her discretion, authorize the expenditure of an amount not to exceed one thousand dollars (\$1000), or ten percent (10%), whichever is less, beyond that authorized by the Finance Committee or Board for a specific expenditure item. He or she must notify the Board President, Board Treasurer, and Finance Chair immediately of any such additional expenditure so authorized and the reason for the additional expenditure.

2. This amendment is effective upon adoption by the Board of Directors, and the existing Rule is repealed.

8.7.4 Association Funds Investment and Signature Authority (Effective 6/6/17)

1. Association funds will be invested at the highest returns available, but consistent with maximum safety of principal with liquidity at maturities to accommodate anticipated expenses. Financial instruments will include FDIC insured bank CDs and US Treasury bills and notes.
2. Association funds will be maintained in deposits at Umpqua Bank, Peoples Bank, and Banner Bank in operating accounts, reserve accounts, contingency accounts, and other accounts specified in these Rules. They may be maintained in checking accounts, money market accounts, and CDs.
3. The President, Vice President, and Treasurer, as elected by the Board, have full signature authority for any and all such accounts. The Community Director has signature authority for any checking account and the Capital Donation Fund account. Any check or other transfer of Association funds to an external entity in an amount of \$1000 or more requires the signature or authorization of two of these persons.

8.7.5 Operating Reserves

The target for operating reserves shall be one month's budgeted revenue for operating dues, including Dining Room portion of assessment with meal credit. The operating reserves shall be invested as provided by Section 10.4 of the Bylaws, with liquidity having priority, in a separate account designated as operating reserves. Cash deposits in the operating checking account which exceed that required for normal operating expenses may be transferred to the operating reserves account by the Treasurer who shall solicit a recommendation from the Finance Committee.

8.7.6 Major Capital Improvements Account (Reference CC&Rs Sections 2.3, 11.1 a2, 11.6, 11.7, 11.10, 11.11)

Any cash in Association accounts in excess of that needed for normal operations and for maintenance of operating reserves may be transferred by the Treasurer, who shall solicit a recommendation from the Finance Committee, to a separate account, with liquidity having priority, designated as a major capital improvements account. This account may also receive funds from other sources such as special assessments. Funds in this account may be used to pay the cost of major permanent improvements, including additions, to Association property at the discretion of the Board and in compliance with other provisions of the Association's governing documents.

8.7.7 Use of Funds

The funds in the operating reserves account and major capital improvements account may be used to fund any operating expenses or Reserve Fund expenses of the Association for which Association revenues are insufficient or cash flow is insufficient. The Treasurer may authorize any such use if repayment is to occur within sixty (60) days. Board approval is required if no repayment is to be made within sixty (60) days.

8.7.8 Donated Major Funds (Effective 12/6/19)

1. Capital Improvements Funded Entirely from Donations. Any cash donated or bequeathed to the Association for the purpose of funding the entire cost of specific capital improvements shall be maintained by the Treasurer in a separate account, with liquidity having priority, designated as the MMOA Capital Donation Fund account. Funds in this account shall be used to pay the costs of specified capital improvements. Should a donation or bequest be five thousand dollars (\$5000) or more, it may be conditioned in a specific way and/or designated for a specific capital improvement not yet being funded from this account, subject to approval by the Board. Donors are encouraged to initiate such proposals with a pledge but if a check is provided instead and Board approval is not obtained for a specific condition or project, any funds already deposited shall be returned to the donor or the estate. Donations or bequests in any amount may be used for any specified capital improvement already approved by the Board to be funded from this account. If funds are donated or bequeathed for an approved specific capital improvement which is not completed, the Board shall determine whether, and to what extent, funds shall be returned. Any funds not returned may be expended upon any specified capital improvement being funded from this account.
2. Expenses Funded Partially From Donations. Any cash donated or bequeathed to the Association for any appropriate expenses of the Association, including the partial funding of capital improvements otherwise being funded by the Association, shall be maintained by the Treasurer in the appropriate existing account and expended in accordance with the Annual Budget. Should a donation or bequest be five thousand dollars (\$5000) or more, upon approval by the Board, it may be conditioned in a specific way and/or designated by the donor or testator for expenditure for a specific purpose. The Annual Budget may be amended or increased by the designated amount if appropriate. Donors are encouraged to initiate such proposals with a pledge but If a check is provided instead and Board approval is not obtained for a specific condition or purpose, any funds already deposited shall be returned to the donor or the estate. Donations or bequests in any amount may be used for any expenditure in the Annual Budget or for any specified purpose approved by the Board for donations or bequests of five thousand dollars (\$5000) or more. If Board approval of a specific condition and/or purpose is obtained, but the funds are not expended pursuant to the Annual Budget for which they were received, the Board shall determine whether, and to what extent, funds shall be returned to the donor or estate, expended upon the same purpose with any conditions in a subsequent Annual Budget, or expended upon any other appropriate Association purpose. However, funds donated for a specified, approved capital improvement project shall be expended upon that project as long as that project continues from year to year.

8.7.9 Funding of Activity and Interest Groups and Their Spaces (Effective 2/2/18)

Activity and Interest Groups, including but not limited to those involving the woodshop, creative arts, crafts and gaming, are expected to generate their own funding for materials and supplies incidental to their activities. Maintenance of the rooms and outdoor spaces in which these activities are conducted is the responsibility of MMOA. MMOA may also, at its discretion, fund maintenance and replacement of major equipment in these spaces from its Reserve Fund and additions of major equipment from capital improvement funds in its operating budget.

8.8 Architectural Rules (Reference CC&Rs Article 6)

8.8.1 Initial Submission

All requests for Architectural Review approval will go first to the Condominium Association, if applicable and the Community Director prior to submission to the Architectural Review Committee for action.

8.8.2 Architectural and Design Control Committee Change Guidelines

Details of the rules for Architectural and Design Control for Mountain Meadows property owners can be found in Articles 6, 8, and 9 of the CC&Rs of the Mountain Meadows Owners' Association. New Owners should review these sections carefully.

All Owners are required to obtain approval before making any and all visual changes to their property. The Board of Directors appoints an Architectural Review Committee (ARC) to review any proposed changes and approve the Owner's request prior to any work being accomplished. All modifications or improvements to the exterior of a Mountain Meadow's home must be approved before the work is accomplished. Modifications or improvements include anything that can be seen by neighbors or passersby. These include, but are not limited to, such things as changing colors on the exterior of your home, adding or modifying lights, rails, fences, lattice, parking areas, trees, patios, awnings, decks, walkways, or other visual changes to the property as it appears when you purchased it.

If the Owner believes that the proposed change to the exterior of the Dwelling, landscaping, or other Improvement is minor in that it would not materially change the exterior appearance of the Dwelling, landscaping, or other Improvement, he or she may seek advice from the Chair of the ARC with respect to the proposal, without following the steps and time frames set forth below. The Chair may ask the Owner for whatever information the Chair feels is needed to provide advice that the proposed change is minor and does not need ARC review and approval. If the Chair agrees that the proposed change is minor, the Owner may proceed with the change without ARC review, and the Chair shall advise the ARC and the Community Director of all such situations at its next meeting. If the Chair disagrees, the Owner shall follow the procedures set forth below to obtain ARC approval.

To obtain approval for a modification or improvement:

1. The Owner must submit to the Community Director a written request outlining the work to be done for transmission to the ARC. The request must include plans and specifications in sufficient detail to show the nature, shape, height, material, color and location of the proposed change.
2. The Community Director will insure that each Owner within three hundred feet of the proposed modification is specifically given notice that the modification has been proposed.
3. In addition, the Owner's request with plans will be displayed in the Clubhouse for public comment.
4. All Owners will have the opportunity to comment on the request in writing to the Community Director within the time specified.
5. The ARC will review the proposed modifications, along with comments from the Community and provide the Owner a decision in writing approving or disapproving the request within forty-five (45) days of all required information being submitted.
6. The requesting Owner or any member of the community has a right to appeal the ARC decision of a particular request to the Board of Directors within fifteen days after the notice of decision is

made. The Board of Directors will be the final appeal for the unresolved decision except to the extent alternative dispute resolution is available pursuant to Section 12.6 of the CC&Rs.

7. Once approval is given for a project, the Owner will have not more than 180 days to contract the work and complete the project.
8. It will be the Owner's responsibility to obtain all local permits and licenses and to insure the work is done in conformance with all applicable ordinances, rules and regulations.
9. The work approved under the request will be at the expense, liability and risk of the requesting owner. Neither the Mountain Meadows Owners' Association, the ARC, the Community Director, nor any staff member shall be liable to the Owner, his contractor, nor any other person for the modification improvement or changes approved at the Owner's request.
10. The Owner must notify the Community Director when work has been completed so final inspection can be made.

8.8.3 ARC Requests Involving Condominium Owners

The owner of exterior condominium features is considered to be the Condominium Association. All members of Condominium Associations will direct requests for modification or improvements of exterior elements to their Condominium Association, via their Professional Manager. Their Professional Manager will then forward requests for modification or improvement approvals to the MMOA Community Director who will then forward the request to the ARC Committee in accordance with approved procedures when appropriate in accordance with CC&R Article 9 and established procedure.

8.8.4 Condominium Turf Replacement

A Mountain Meadows Condominium Association Board of Directors, which has approved a landscape modification involving turf replacement within their Condominium Association Common Element, via their Professional Manager, and who has secured prior funding from the MMOA budget and/or the MMOA Finance Committee, does not require the further consent or approval from the MMOA ARC subject to the following criteria:

1. Encouragement is given to Condominium Associations to consider replacement of turf and sprinkled irrigation in parking strips, with drip irrigation and plant/shrub material. Ground covers that allow limited pedestrian traffic are especially encouraged.
2. In all cases having to do with modification of turf areas, the safety and well-being of pedestrians will have first and foremost consideration. Landscape material that could be slippery, uneven or create trip hazards must be avoided.
3. Replacement of turf with concrete or cement will not be allowed, except by prior written approval of the MMOA ARC. This includes pavers, cement blocks, stepping stones or any other concrete/cement type of walkway.
4. When choosing new plant material, the emphasis should be on those types that would reduce maintenance. Flowering plants and shrubs and those without thorns are encouraged, especially in Yard Maintenance Areas.
5. Bark enhancement and drip irrigation must be included with any turf modification. Some stones or colored crushed gravel in small areas will be acceptable if such amendments are within the neighborhood theme.
6. Requests for replacement of turf with turf might not be funded by the MMOA and would require the prior approval of the ARC. The goal is to reduce turf and the costs of water and maintenance, especially in those areas compromised by tree roots.
7. All turf modifications shall be performed within the Mountain Meadows Community Standard and in keeping with each Condominium Association's neighborhood theme.
8. All turf modifications must be done by the MMOA landscapers.

9. Turf modifications having to do with single family homes and MMOA Common Elements will continue to require advance approval from the ARC.
10. The MMOA ARC reserves the right to consult with any Condominium Association Board of Directors upon receiving concerns, complaints or issues as to safety, aesthetics, or maintenance of the modified turf Common Elements. If resolution between the MMOA, ARC, and the Condominium Association Board of Directors cannot be reached, the ultimate decision of the MMOA Board of Directors shall rule.

8.8.5 Requests to Enclose Yard Maintenance Area (Effective 1/14/19)

Owners requesting approval to fence or otherwise enclosed Yard Maintenance Areas maintained by the MMOA must file an Elective Yard Care form under Rule 8.11.2 and will agree to assume full responsibility, liability and expenses for the area of yard fenced or enclosed at their request. The Owner will be responsible for all landscaping, MMOA irrigation system costs associated with any increased use of water, and other features within the enclosed space and will be required to maintain community standards of appearance within the enclosed portion.

8.8.6 Dish Antennas

The Board of Directors has determined that in accordance with Federal Rules and Regulations, dish antenna installation cannot be regulated by the MMOA. Owners are not required to submit a request for approval to MMOA to install a dish antenna. Condo associations may have their own regulations.

8.8.7 Exterior Light Fixtures

Approved light fixtures will be of the Craftsman style and compatible with the surrounding area. The fixture will not allow for the light source to be visible from adjacent sidewalks or streets and will provide for down-lighting illumination.

8.8.8 Political Signs

The Owners' Association will not allow political signs in MMOA common areas. Each condominium association must decide their own policy on political sign display.

8.9 Compliance Rules (Reference CC&Rs Article 12, Section 9.12)

Principles:

1. Resolve issues at the lowest possible level.
2. Resolve issues in the most civil way possible.
3. Adhere to a process that ensures fairness.
4. Make certain that everyone understands the rules.

The visual appearance of Mountain Meadows is important and Owners and Occupants are expected to maintain their properties according to certain standards. If questions arise regarding these standards, appropriate committees (Architecture, Compliance, , Grounds and Natural Areas, Community Art Committee, or Resident Services) will rule. Complaints regarding issues such as pets, parking, noxious behavior or any other infringement of the CC&Rs, Bylaws or Rules, which apply to guests as well as Occupants, must be addressed in the following manner:

1. The complaint must be in writing to the Community Director, who will then gather facts. Management will try to resolve the issue with the non-compliant Owner or Occupant either verbally and in writing, or in writing only for the first violation. If management cannot resolve the complaint informally, mediation may be offered in a further effort to resolve the issue. Per the CC&Rs, the non-compliant party is responsible for any cost involved to correct the problem.

2. If Management is unable to resolve the issue with the non-compliant party, the issue will be sent to the Compliance Committee. The Compliance Committee will review the facts gathered and the steps taken to this point. There will be a recommendation issued in writing to the Board by the Compliance Committee. If the Board approves and there is further lack of compliance, enforcement procedures may be instituted.
3. All subsequent violations of the same provision by the same Owner or Occupant will receive written notification, and may be subject to a fine, and may include suspension of access to common areas and use of basic services. The non-compliant party will also be responsible for any additional costs accrued to correct the issue.

8.9.1 Parking Rules (Effective 11/1/19)

1. All vehicles that belong to Owners or Occupants are required to display a Mountain Meadows window decal. New Owners or Occupants must be registered and display a parking decal within 14 days.
2. Owners or Occupants are responsible for their guests' parking and will be cited for guests' parking violations during their stay.
3. Guests staying longer than three days must register their vehicles with Management and receive a temporary parking pass.
4. Owners or Occupants are required to comply with Parking Restrictions as detailed in 8.9.2 Parking Areas Restrictions below.
5. The Owner of the Dwelling with which a vehicle in violation is associated will receive written notice of the violation and may receive a fine.
6. In addition:
 - (a) A vehicle may be towed on private streets if it is:
 - i. Parked longer than 48 hours in the same location.
 - ii. Improperly parked on a sidewalk, lawn, common area or common element.
 - iii. Parked on the wrong side of the road facing oncoming traffic
 - iv. Parked on the "Green" in front of the Clubhouse for more than 12 hours in any 24-hour consecutive period except to the extent, for Parkside Owners or Occupants, that their Parkside garage space is closed for more than 12 hours as a result of management-directed repairs or maintenance.
 - (b) A vehicle is subject to immediate towing without notice if it is
 - i. Parked in a "No Parking" area.
 - ii. Blocking or impeding the flow of traffic or driveway access.
7. Vehicles parked on public streets must comply with the City's parking ordinances.
8. Vehicles parked on private streets as outlined in Exhibit A are under the jurisdiction of the respective condominium association and the Mountain Meadows Owners' Association Compliance Committee. The condominium associations may refer their parking problems and proposed solutions to the Compliance Committee.

8.9.2 Parking Area Restrictions (Reference CC&Rs Section 8.5)

The following restrictions are to be observed to improve the flow of traffic and the safety of all vehicle traffic at Mountain Meadows. Refer to Exhibit A for specifics.

1. Parking on the "Green" in front of the Clubhouse entrance is for Mountain Meadows Owners and Occupants only. This excludes care personnel, vendors, employees, caregivers and housekeepers. Service Personnel may unload and load before parking elsewhere.
2. Parking is prohibited:
 - (a) On the South side of Stony Point, except for the two (2) bays on the end of the street.

- (b) On the South Side of Cobblestone Court.
 - (c) On Boulder Creek Lane on the outer portion of the “U” formed by the street. Refer to Exhibit A.
 - (d) On Satsuma Court so as to block a driveway.
 - (e) At the ends of Mariposa Court and Nandina Street. Refer to Exhibit A.
 - (f) Within two feet of either side of driveways.
 - (g) At yellow painted curbs.
 - (h) On the “Green” in front of the Clubhouse for more than 12 hours in any 24-hour consecutive period except to the extent, for Parkside Owners or Occupants, that their Parkside garage space is closed for more than 12 hours as a result of management-directed repairs or maintenance.
3. Guests, contractors, employees and caregivers should use the driveway, if any, of the Owners or Occupants they are visiting. Guests of Condominium Owners or Occupants and other visitors should park in unrestricted areas.

8.9.3 Rule on Enforcement

1. In addition to the enforcement authority provided by Section 12.2 of the CC&Rs, the Community Director is authorized to enforce all subsections of Section 8.5 of the CC&Rs and Sections 8.9.1 and 8.9.2 of these Rules by any appropriate means, including but not limited to the towing of vehicles or equipment parked or stored in violation these sections. Any costs associated with enforcement, including towing or storage costs, shall be charged to the Owner whose Dwelling is associated with the vehicle or equipment as a Personal Assessment under Article 11 of the CC&Rs.
2. For any second or successive violation of the same provision of the CC&Rs, Bylaw, or Rules, involving the same Owner, a fine is hereby levied in the amount of One Hundred Dollars (\$100) for each day of violation, which shall become a Personal Assessment under Article 11 of the CC&Rs.

8.10 Landscaping and Maintenance of the MMOA Grounds (Reference CC&Rs Article 10)

8.10.1 The Purpose of this Section Is

To define as completely as possible for Owners and Occupants, the condominium associations and the management company the extent of Mountain Meadows Owners’ Association (MMOA) responsibility for the maintenance of both common and private landscaping.

1. To aid the management company in keeping within budget by identifying those items that are captured in the MMOA annual budget, which items are to be funded from the reserve fund, which items will require special capital funding, and which items are to be the responsibility of individual Owners or condo associations.
2. To define the avenues available to Owners and Occupants for reporting landscaping problems and the follow-up procedures when resolution of problems is not satisfactory.

8.10.2 Maintenance of Common Property, Yard Maintenance Areas, and Owner’s Property

1. “Common Property” means that property included in Section 1.9(a) of the CC&Rs. The Common Property will include any Clubhouse facilities with associated Dining Room, physical fitness area, spa and exercise pool.
2. “Yard Maintenance Area” means the areas defined in Section 1.54 of the CC&Rs, including any planted area immediately adjacent to a private house, attached house or condominium that is bordered by a paved sidewalk on a city street or MMOA street. Generally, this area is contiguous with the main entrance [front door] of the Dwelling but certain lots may have 2 or 3 sides of the Dwelling bordered by sidewalks on a city street. Also all yards, including courtyards, of condominiums will be considered Yard Maintenance Areas except for the planter boxes, which are

excluded. The side or rear of a Dwelling adjacent to alleys or unimproved roads with no paved sidewalks will not be considered Yard Maintenance Areas.

3. The Association shall provide yard maintenance, including yard upkeep and irrigation, of any Yard Maintenance Area. In addition, the Association shall maintain, as a common expense, the street trees, park rows, grass and other landscaping, if any, between sidewalks and curbs bordering on each Dwelling, whether located on the Owner's property or the adjacent right-of-way.
4. Upkeep of Common Property and Yard Maintenance Areas shall be provided and paid for as a common expense of the Association through the common assessments to all Dwellings.
5. Each Owner or Occupant shall maintain and repair such Owner's or Occupant's property, and improvements thereon, at such Owner's or Occupant's expense, except to the extent such maintenance and upkeep is provided by the Association as a common expense or is provided for separately by a Condominium Association. Required maintenance and repair shall include, without limitation, maintenance of rear and side yard landscaping in an attractive, neat, orderly, trimmed and cut condition at all times, free of brush, weeds, and debris. Each Owner of an unimproved property shall keep it in a clean, sanitary and attractive condition by removing debris and cutting weeds and grass.
6. All Owner or Occupant-installed landscaping must comply with the requirements of Articles 8 and 10 of the CC&Rs. Owner or Occupant-installed landscaping within the Yard Maintenance Area normally maintained by the Association shall be maintained by the Owner or Occupant. If the landscaping installed by such Owner or Occupant is not maintained or is removed, the Association may, at its option, assume such maintenance and repair, restore, or replace landscaping items with landscaping material of Association's choice.

8.10.3 Landscaping Upkeep Standard (Effective 7/14/21)

1. General Landscape Upkeep

The MMOA provides for all below as long as they are either on Common Property or in the areas defined as Yard Maintenance Areas.

- (a) Mowing, weeding, watering, fertilizing, paved area cleaning (see Landscape Maintenance contract).
- (b) Tree pruning.
- (c) Removal of blackberry bushes and other rampant weeds (e.g., thistle) in common areas only.
- (d) Leaf and debris removal in the fall.
- (e) Providing water to the sprinkler systems, control of irrigation periods, and making minor repairs to sprinkler heads and tubing.
- (f) Care of side yard between 809/817 N. Mountain will be maintained by MMOA, setting no precedent.
- (g) Insect control.

Funds for the above will come out of the annual operating expense budget.

2. Community Standard:

The professionals hired to maintain the Mountain Meadows Community perform said work within a "community standard" for all Yard Maintenance Areas and common elements as follows:

The general rule of thumb for pruning is "less is better than more" and no "sculptured" or "poodle cuts," but to do selective pruning that keeps growth in harmony with the particular character of the shrub or tree. Pruning should emphasize the natural soft look, avoiding severe vertical and horizontal cuts. It should avoid an appearance within a small area that is too uniform, but rather provides a natural variety of heights, sizes and shapes. Crossing and rubbing branches should be pruned and cuts

made on an angle just above buds, when appropriate. If this method is practiced throughout the community, the common standard will be maintained. Occupants who choose to do their own pruning should follow the common standard.

Owners who are critical of the professional landscapers' pruning practices and wish to oversee or supervise pruning by the professionals must make arrangements in writing and in advance through the Community Director and pay for the professional's time at a nominal fee based on the time involved. If the Community Director receives significant Owner complaints, then a change of the common standard should be reviewed. After approval by the MMOA Board, the professional landscape company will be notified of any change in the community standard so they can adjust accordingly. The professional landscape company will continue to work in cooperation with the Occupants for overall satisfaction, and if more radical pruning or care is required, prior discussion with the Occupant will be made.

3. Landscaping Standards for Mountain Meadows Planned Community

New or revised landscaping in Mountain Meadows shall adhere to the following goals and standards:

1. Must be in compliance with current City of Ashland Firewise landscaping standards.
2. New plants should to the extent feasible be drought tolerant, deer resistant and low maintenance.
3. Native and pollinator plants are preferred.
4. Flowering plants are encouraged.
5. Landscaping should consist of living materials.
 - a. Trees, shrubs and ground covers are basic
 - b. Spreading ground covers that minimize the need for bark are preferred
 - c. Large rocks and boulders may be used as accents; however, gravel or dg type of xeriscape is not allowed.
 - d. Steppingstones are permitted.
6. Rocks as a substitute for bark within two feet of building foundations are permitted to limit fire spread.
7. Turf is not permitted in areas maintained and irrigated by MMOA except for Madeline Hill Park and Hunter Green. Properties subject to an elective care agreement may have turf, if approved by the ARC and with the condition that the turf will be removed if the property returns to MMOA maintenance and irrigation.
8. The latest most efficient irrigation systems shall be installed.
9. Artificial turf is not allowed on any lands maintained by Mountain Meadows or in areas viewable by the public on owner-maintained property.
10. Any areas not in compliance with these standards at the time they are adopted will be "grandfathered" until the owner chooses to bring them into compliance or the property changes ownership.

4. Garden Art Guidelines

1. Garden art is defined as small yard decorations such as spinners, gazing balls, small statuary, ornamental planters, bird feeders or water stations, etc.
2. Garden art is permitted as long as it augments or enhances the plant materials or ground cover in a yard and does not dominate the overall view of a particular landscape.
3. Garden art is permitted if: a) it can be removed easily, b) placement does not require the removal of any plants, c) it does not inhibit normal and regular maintenance activities, and d) it does not obstruct or damage the irrigation in any way.
4. Statues or sculptures requiring a permanent base shall be subject to ARC approval.

8.10.4 Replacement of Dead Shrubs, Trees, Lawn Areas and Removal of Weed Infestations

1. MMOA will remove undesirable weeds, replace dead shrubs and trees, and repair lawn areas in all Yard Maintenance Areas and Common Property.
2. Funds for such purpose will come out of the annual operating expense budget.
3. In areas defined as Yard Maintenance Areas, MMOA is responsible for replacement of dead shrubs and trees and major repair of lawns, unless Owner negligence is determined to be the cause. The Owner is responsible for replacement of all owner-installed Yard Maintenance Area landscaping.

8.10.5 Irrigation

The current irrigation was designed as a cluster system where several Owners share the same system. It is difficult or impossible to tell when a system breaks which individual Owner should be responsible for its repair. In those cases where an Owner has opted out of the current cluster systems and has a separate system, the Owner is responsible for that system. In cases where irrigation is still under the cluster system, minor repairs will be undertaken as an MMOA expense. The MMOA Board must approve expenses over \$1,000.00

8.10.6 Tree Removal or Replacement (Reference CC&Rs Section 6.5)

- a) When a tree which has been approved for removal is taken down, it should be replaced so that there is not a net decrease in the number of trees in Mountain Meadows.
- b) A healthy tree which must be moved because of space limitations should be planted on irrigated common property in Mountain Meadows.
- c) The Mountain Meadows Owners' Association Board must approve expenses over \$1,000.00.

8.10.7 Sidewalks and Safety Railings (Revised 5/7/21)

1. Deterioration of Sidewalks, Walkways and Pathways and any Safety Railings (see definitions below) can present safety issues which need to be addressed in a timely manner.
 - a) MMOA Management is responsible for monitoring and identifying areas anywhere on the Mountain Meadows campus that need repair and/or replacement and for contracting for their immediate repair.
 - b) MMOA is wholly responsible for the cost of repair and replacement of Sidewalks, Connectivity Walkways, Pathways and associated Safety Railings anywhere on the Mountain Meadows campus.
 - c) MMOA has no responsibility for the cost of repair and replacement of Condominium Walkways and the Interior Hallways and Lobbies within Condominium buildings.
2. Definitions
 - a) Sidewalks are those pedestrian ways bordering traffic bearing streets throughout the community.
 - b) Connectivity Walkways and Pathways are those pedestrian ways which provide connectivity between neighborhoods, condominiums and common areas throughout the community, including the walkway surfaces of the bridges between Condominium buildings, but excluding walkways from the Sidewalk to the porches of Single Family Homes and Condominiums.
 - c) Interior Hallways and Lobbies within Condominium Buildings are not considered Connectivity Walkways.
 - d) Condominium Walkways are those open, covered hallways connecting Dwellings within condominium buildings and are considered equivalent to interior condominium hallways.
 - e) Safety Railings are the handrails installed beside some Sidewalks, Connectivity Walkways and Pathways (steeper inclines, steps, etc.) to help assure pedestrian safety.

8.10.8 FireWise Recommendations

The ARC recognizes the importance of the FireWise designation for Mountain Meadows and hereby creates this rule to motivate and assist Owners and Condominium Associations for speedy compliance

with FireWise recommended landscape modifications. The FireWise designation obligates all Occupants at Mountain Meadows to be involved and pro-active in taking measures to mitigate the risk of loss of life and property due to a wildfire.

The Owner of a Single-Family Lot, including but not limited to their estate, heirs and/or devisees, who has listed his/her property for sale is required to have a FireWise assessment prior to close of escrow, if he/she has not already had one done. This assessment shall serve as disclosure for the buyer, regardless of whether any recommended work is accomplished prior to the close of escrow or not. The Community Director shall work with the FireWise representative to keep records of all FireWise assessments conducted for Mountain Meadows residents.

All ARC requests for landscaping modification and requests that involve exterior decks shall require a FireWise assessment of the property, if one has not already been done.

Modifications involving exterior decks will require that areas under decks be screened or planked in accordance with FireWise recommendations to prevent the collection of debris that could fuel a fire. Lattice could be installed over the screening for aesthetics.

Trees recommended for removal as the result of a FireWise assessment shall not require the further approval of the ARC; however, they will require the advance approval of the City of Ashland if required as to caliper, location, etc. – Replacement with non-fire prone trees is recommended whenever possible as space allows, and all tree replacements will be done by the MMOA landscapers (via the Community Director) in conjunction with the homeowner to ensure appropriate tree choices and sufficient irrigation.

Shrubbery and bushes recommended for removal as the result of a FireWise assessment shall not require the further approval of the ARC, however, replacement shrubs and bushes must meet the FireWise designation for fire resistance, be within the Mountain Meadows equivalent standard as set forth in Rule 8.8.4 as to turf replacement, and the work must be done by the MMOA landscapers (via the Community Director) to ensure neighborhood consistency and appropriate plant choices, as well as proper irrigation.

Any costs associated with the FireWise recommended **removal** of trees, shrubs and bushes will be at the expense of the Dwelling owner or the Condominium Association, less the benefit of any rebates from FireWise grant funding. MMOA may reimburse at least a portion of the cost of **replacement** trees, plants and shrubs, the exact amount to be determined on a case by case basis.

The MMOA Landscapers will partner with the MMOA FireWise program to pro-actively identify all areas within Mountain Meadows that need to be thinned, pruned and cleaned up for fire safety and work with the Dwelling owners and the Community Director for the recommended results.

8.10.9 Pigeon and Rodent Control

Pigeons in Mountain Meadows gather in flocks on roof tops and attempt to build nests in sheltered areas under the eaves. Also they have been known to enter areas inside the roof if a small opening exists. The control of the pigeon problem (i.e. reducing or eliminating their presence) is as follows:

1. Problems in any MMOA Common Property are the responsibility of MMOA.
2. Problems in any condo Common Elements are the responsibility of the condo association.
3. Problems in any Single-Family Lot (i.e. private home) are the responsibility of the Owner.

Rodents at Mountain Meadows can be found in turf and garden areas, garages or interior living areas. The control of these pests is as follows:

1. Problems in any MMOA Common Property are the responsibility of MMOA.

2. Problems in any condo Common Elements are the responsibility of the condo association.
3. Problems in a condo living area are the responsibility of the owner.
4. Problems in a Single-Family Lot, including residence and the landscaped area, are the responsibility of the Owner.
5. Problems in the Kitchen Creek garden are the responsibility of MMOA (through the landscaping contractor).

8.10.10 Landscape Problem Reporting

1. Problems should be reported directly to the Community Director.
2. During off hours, if there is a non-life threatening emergency, call the Clubhouse front desk number. The answering service will notify the appropriate service. If the emergency is life-threatening, call 9-1-1.
3. Complaints and requests by Owners or Occupants should not be taken directly to the Landscape Contractor or their employees.
4. The Community Director will confer with the MMOA Board on matters of policy.
5. Only in cases where the resident feels the Community Director has not responded in a satisfactory or timely manner can the resident take the problem to the MMOA Board.
6. The Architectural Review Committee will review all resident requests for modifications to the original landscaping.

8.10.11 Retaining Walls

Deterioration of Retaining Walls (see definition below) can present safety issues which need to be addressed in a timely manner.

MMOA Management is responsible for monitoring, identifying and prioritizing Retaining Walls that need maintenance, repair and/or replacement and for contracting for their repair.

MMOA is wholly responsible for the cost of maintaining, repairing or replacing all retaining walls within the MMOA campus.

Definition:

For purposes of this Rule, Retaining Walls are those rock or concrete block walls which 1) hold the earth in place, assuring yard and building stability and preventing earth slides, and 2) parallel community Sidewalks, Connectivity Pathways/Walkways, driveways serving multiple Dwellings, or streets. (See Rule 8.10.7 Sidewalk and Safety Railings Rule for definitions of Sidewalks, Connectivity Walkways and Pathways.)

8.11 Landscaping at Owner's Cost (Reference CC&Rs Article10) (Effective 1/14/19)

1. MMOA's controlling document (CC&R Section 9.1(a)) states that no material change in the exterior landscaping may be made without prior approval. The Architectural Review Committee is charged with review and approvals of landscaping changes. To define a "material change" the following policy will apply to Yard Maintenance Area landscaped areas:
 - (a) Owners may plant annuals and bulbs without prior approval, provided the irrigation system is not modified.
 - (b) Removal of any MMOA or Developer-installed landscaping requires prior approval of the Community Director or appropriate staff person.
 - (c) Additions of perennials without removal of existing landscaping and without modification of the irrigation system may be done with prior approval of the Community Director or appropriate staff person.

- (d) Any modification of the irrigation system requires prior approval of the Community Director or appropriate staff person.
 - (e) Planting of trees or shrubs that will exceed 3 ½ feet at maturity requires prior approval of the Community Director or appropriate staff person.
 - (f) Replacement of MMOA or Developer-installed landscaping that has died may be referred to the Community Director or appropriate staff person. Owners who replace landscaping without prior approval will not be reimbursed for any of the costs incurred.
2. Elective Yard Care Policy: Owners who wish to maintain their Yard Maintenance Areas must file an “Elective Yard Care” form with the Community Director or appropriate staff person. In this form, they will agree to assume full responsibility, liability and expenses for their entire Yard Maintenance Areas, except that tree leaf and debris removal in the fall under Rule 8.10.3.1(d) will continue to be the responsibility of MMOA. Owners will be responsible for all landscaping, MMOA irrigation system costs associated with any increased use of water, and other features within their Yard Maintenance Areas and will be required to maintain community standards of appearance within these areas.
- (a) New Owners will be apprised of all landscape maintenance policies by MMOA at the time of their purchase with encouragement by MMOA to make a decision on elective yard care maintenance at the earliest possible time.
 - (b) The Community Director will maintain records of all Owners maintaining their own Yard Maintenance Areas, including any information he or she believes may be helpful in tracking these areas.
 - (c) Those Owners who have partial responsibility for their Yard Maintenance Areas on the effective date of this Rule may continue with that same responsibility while they own the Dwelling but no change may be made in the nature of those responsibilities, and such partial responsibility will terminate upon transfer of the Dwelling to a new Owner.

8.12 Kitchen Creek Community Garden Area (Reference CC&Rs Section 4.6) (Effective 2/2/18)

Kitchen Creek Garden property is leased by the Mountain Meadows Owners’ Association. The beds, fencing, irrigation system, the well and the road were built with money from the prior Amenities Fund and are maintained as a common expense from the Owners’ monthly assessment. For the purposes of this section the irrigation system consists of everything from the well through and including the valves at each box. (The controllers are also included in this definition.) Removal of trash and non-compostable clippings from the garden are also included as a common expense from the Owners’ monthly assessment. Operating policies, maintenance, and improvements are the responsibility of the Garden Group. This Group has regularly scheduled meetings.

Assignment of garden beds is done annually by the Group. All Owners or Occupants are eligible to request a bed, for a fee to be determined by the Group.

The Garden Group will issue rules governing the use of the garden. A copy of these rules will be given to each Owner or Occupant using a garden bed. Compliance with the rules shall be enforced by the Garden Group.

8.13 Madeline Hill Park (Reference CC&Rs Article 4)

Residents and guests may use the putting green, horseshoe pit and bocce ball court. Children under 18 must be accompanied by a resident or resident adult guest. Users of game equipment shed are responsible to return game items after each use.

8.14 Maintenance Services beyond the Scope of the CC&Rs (Reference CC&Rs Article 10)

Owners or Occupants may request that MMOA maintenance staff perform maintenance work beyond the items specifically spelled out as covered in the CC&Rs by submitting a work request to the Community Director or appropriate staff person. If approved by the Community Director or appropriate staff person, the work will be scheduled and performed in a manner not to interfere with regular maintenance staff duties and will be charged to that party's account on a time and materials basis.

8.15 Support of Charity Organizations

The MMOA Board encourages the support of non-profit charity organizations by individual Owners or Occupants. The Board will have no role in selecting any individual charity and will show no preference for any particular charity selected by the Owners or Occupants.

All activities undertaken by Owners or Occupants shall be governed by the following guidelines:

1. No direct or indirect financial support shall be provided by the Board and the Community Director. Costs associated with any fundraising activities will be the responsibility of the Owners or Occupants involved with fundraising for the charity.
2. Meetings requiring Clubhouse space will be governed by the Activities & Events Committee policy on room usage.
3. Any fundraising meetings and events should be carried out to be minimally intrusive to residents not involved with the campaign.

8.16 Resident Animals (Reference CC&Rs Section 8.4)

Pet owners are responsible for keeping dogs on a leash at all times, and for cleaning up after their pets, while on any Mountain Meadows Common Element, including but not limited to the Common Element parks and grounds, streets and sidewalks and parkways, and including all public and private streets and sidewalks within the Mountain Meadows Community.

8.16.1 Service Animals

In compliance with the U.S. Department of Justice Americans with Disabilities Act (ADA), Service Animals are permitted in all areas of the Mountain Meadows Community where any persons are allowed, including but not limited to, all Common Element areas, the Clubhouse, Meadowlark Dining Room, and Fitness Center (including locker rooms). While Mountain Meadows facilities may be recognized as a private club and not under the jurisdiction of the ADA, this policy is intended to recognize Mountain Meadows as complying with the Americans with Disabilities Act as to service animals.

8.17 Remembrances

In lieu of various forms of memorials throughout Mountain Meadows, a Memorial Plaque shall be located in the Clubhouse to memorialize those who have passed away. A set of Memorial Books shall be located with the plaque, listing Mountain Meadows residents who have passed away, along with their photos, if available. In addition, establishment of an ongoing voluntary fund is approved to support the annual planting of a tree to honor those Mountain Meadows community residents who have passed away during the previous year.

8.18 Emergency Preparedness

It is the responsibility of every resident, every caregiver, and every staff member of Mountain Meadows to prepare for their own safety and well-being in the event of an emergency in our community. In addition, each person should consider what actions they can take to ensure the safety and well-being of others in our community. Key aspects of emergency preparedness include the following:

1. Understand the hazards we are exposed to in the Mountain Meadows environment (e.g., building fire, area wildfire, earthquake, severe weather, etc.) and know what actions are to be taken if an event occurs.
2. Examine their own living and working environments to identify and mitigate risks (e.g., securing heavy items that can fall in an earthquake).
3. Make plans for their personal responses in an emergency event (e.g., evacuating their building in case of fire, getting under cover in case of an earthquake).
4. Obtain, store, and maintain equipment and supplies (food, water, medications, clothing, etc.) to survive for a period until services can be restored.
5. Keep emergency preparedness up to date and practice emergency responses on a regular basis.

In addition to personal emergency preparedness, the community has established emergency response teams and an emergency response coordination structure prepared to act if an emergency event occurs. See Section 6.18, Emergency Preparedness and Safety Committee.

8.19 Release of Resident Information

Management staff may release the name of a resident to whom an ambulance responds, or who is hospitalized, but no other information shall be released, unless authorized by the resident. No printed or online material containing residents' personal information (phone number, address, etc.), such as the Roster, shall be released to any outside person or agency, except as legally required (for example, under court order).

8.20 Official Anniversary Date

The official anniversary date for the Mountain Meadows Community is March 15, 1996.

8.21 Gifts by Owners or Occupants to Staff of Contractors or Professional Management

To ensure fairness, Owners or Occupants shall not individually provide tips, gratuities, or other specific gifts to individual employees of contractors or the Professional Manager.

8.22 Task Forces

1. The MMOA Board may establish Task Forces to perform specific limited-scope/limited duration projects, complementing the capabilities of existing MMOA standing committees and interest groups.
2. Task Force members are not to represent that they are acting on behalf of MMOA, its Board, or one of its Committees in acquiring information from a business, governmental entity, or non-resident of Mountain Meadows. Task Forces are encouraged to work with the Community Director in obtaining information relevant to a project, such as cost information.
3. A proposal that originates within a Task Force shall be approved by its members before it is presented. The proposal must be fully developed by the Task Force and include a description of what is to be done, by whom, an estimated budget, the source of funding (if other than MMOA), and the timeline for implementation.
4. An effort being pursued by a Task Force shall be discussed with other task forces and/or standing committees that appear to have over-lapping responsibilities. The group will decide which body will carry the proposal forward and the form of the proposal. When appropriate, public forums will be conducted so interested residents can be involved in the development of the proposal.

8.23 Electronic Notification and Other Notifications

1. For purposes of Section 13.1(c)(2) of the Bylaws, allowing personal delivery as one method of delivery of notices and information to Owners, "Personally delivered" shall include, without

limitation, hand delivery of a notice, information, or written material to the Owner's message box located in the hallway adjacent to the Clubhouse.

2. Electronic Notices. Notices of all Association meetings, information, and other written materials required to be provided to an Owner under the Declaration, or Bylaws shall be sent to Owners in accordance with the Bylaws, and at the option of the Board in each instance, may be sent by email or other means of electronic transmission except when an Owner has opted out of receiving electronic notices. All electronic notices sent by email shall be sent to the email address provided by the Owner to the Board. It shall be the affirmative obligation of the Owner to update his or her email address with the Board or Professional Manager.
3. Opt Out of Electronic Notices. Owners may opt out of receiving notices, information, and other written materials by electronic means described above by giving written notice to the Secretary or the Professional Manager for the Association.
4. Information not Subject to this Resolution. The following information will not be sent by electronic communication, even if the Owner has not opted out of receiving electronic communications:
 - (a) Failure to pay an assessment;
 - (b) Foreclosure of an association lien under ORS 94.709 (Liens against lots); or
 - (c) An action the association may take against an Owner.

8.24 Senior Community Occupancy

1. Certification. Owners shall, within 30 days of adoption of this Rule, submit an Occupancy Certification ("Certification") on a form to be provided by the Professional Manager establishing that at least one Occupant of the Dwelling is fifty-five ((55) years of age or older. The Certification must be signed by a member of the household age 18 or older. Owners may also submit a copy of their or an Occupant's driver's license, birth certificate, passport, immigration card, military identification, or other official documents containing a birth date. However, these documents are not required if the Owner submits a properly signed Certification.
2. Update to Certification. Owners shall submit an updated Certification when occupancy changes, but in no event less than once every two (2) years.
3. Inspection of Certifications or other Records. Certifications and other information providing evidence of compliance with HOPA (see Section 1.23 of CC&Rs) must be kept on file with the books and records of the Association. Pursuant to Federal Law, Certifications and other information collected for purposes of age verification shall be made available for inspection or duplication by any person who makes a request to inspect such records. The information required under this Rule is to enable the Association to respond to requests for statistical occupancy information related to the age of Occupants in Mountain Meadows.
4. Failure to Provide Certification. If an Owner fails to provide the Certification or required documentation under Section 8.25.1 above, the Board of Directors or its Professional Manager may conduct its own research to find sufficient evidence to consider Dwelling as occupied by at least one person 55 years of age or older. Such evidence may include:
 - (a) Government records or documents, such as a local household census;
 - (b) Prior forms or applications; or
 - (c) A statement from an individual who has personal knowledge of the age of the Occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.
5. Fines and Other Remedies. If an Owner fails to provide the Certification required under this Rule and the Association is required to conduct independent research, the Board may levy a fine against such Owner in an amount provided in the Association's Schedule of Fines or (if no Schedule of Fines has been adopted) in an amount of **fifty dollars (\$50)** per occurrence. The Board may

exercise any and all remedies as provided in the Declaration, Bylaws, or the Oregon Planned Community Act.

8.24.1 Hardship Exception

1. Form of Hardship Exception Application. Owners wishing to apply for a Hardship Exception shall submit an application on the form to be made available by the Professional Manager.
2. Board Discretion to Approve Hardship Exception. Subject to Subsection (3) below, the Board may approve a Hardship Exception for any undue hardship or practical difficulties. Undue hardships or practical difficulties include, without limitation, an application by the following individuals who are less than 55 years of age:
 - (a) The surviving spouse or surviving domestic partner of a deceased Owner or Occupant who was fifty-five (55) years of age or older at his or her death.
 - (b) The devisee or heir of a deceased Owner who was fifty-five (55) years of age or older at his or her death.
3. Mandatory Denial of Hardship Exceptions. The Board of Directors may not approve a Hardship Exception under this Resolution if, at the time the application is submitted:
 - (a) More than ten percent (10%) of the Dwellings have already been approved and currently have a Hardship Exception; or
 - (b) More than twenty percent (20%) of the Dwellings do not currently house an Occupant who is 55 years of age or older.
4. Duration and Extension of Hardship. Hardship Exceptions shall last for one (1) year. At the termination of any Hardship Exception, the Owner or authorized applicant of the Owner may submit an application for extension of the Hardship Exception for additional one-year periods.

8.25 Release and Waiver of Liability for Contraction of Illness (Revised 10/2/20)

Pursuant to Sections 4.3(b)(2) and 4.4(a)(2) of the Declaration and in consideration of the right of use and enjoyment of the MMOA Common Property, Community Facilities, and amenities (“MMOA Common Property”), prior to use of the MMOA Common Property, Owners and Occupants are required to each sign a release and waiver of liability, in which they agree to assume voluntarily the risk of contracting any communicable disease or communicable illness, including COVID-19, from surfaces, the ambient air, or other persons while within the MMOA Common Property and release from, and covenant not to sue for, MMOA, its present and future officers and directors, MMOA’s management company and staff, and MMOA’s dining services provider and staff, any and all present or future claims, actions, proceedings, damages, liabilities and expenses they may have, including those for wrongful death, whether based upon negligence or other cause, for the contraction of communicable illness or communicable disease from the use of the MMOA Common Property. This release and waiver of liability does not include the release of any claim against the dining services provider based upon contraction of illness or disease from food or drink. In the event an Owner or Occupant makes use of the MMOA Common Property without first executing this release and waiver of liability, he or she shall be deemed to have executed the release and waiver of liability. In such release and waiver of liability, each Owner and Occupant agrees to indemnify and hold harmless all such persons and entities from any such claims for liability made by such Owner’s or Occupant’s guests as a result of the guest’s use of the MMOA Common Property. Other persons making use of MMOA Common Property may also be required to sign the release and waiver of liability, which may also contain additional terms designed to protect MMOA. This rule, and any waivers signed pursuant to the rule, will be suspended and not in effect during any period of time for which the Board certifies by Resolution that liability insurance is in effect to cover sufficiently the claims described herein.

2. That Rule 8.25 shall be implemented by requiring all Owners and Occupants, and other persons as determined by the Community Director, using the Association's common property to execute the following Release and Waiver of Liability:

Mountain Meadows Owners Association
RELEASE AND WAIVER OF LIABILITY FOR CONTRACTION OF COMMUNICABLE
ILLNESS

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By signing below, I hereby agree to the following conditions for my use and enjoyment of Mountain Meadows Owners Association Common Property, Community Facilities, and amenities ("MMOA Common Property"), and intend and choose to give up the legal rights described herein.

1. This Release and Waiver of Liability is in addition to, and is intended to supplement, any waiver I have previously executed relating to my use of any portion of MMOA Common Property, and any such prior waiver remains in force and effect.
2. I hereby forever release and covenant not to sue the Mountain Meadows Owners Association, its officers, directors, management company and staff, dining room services provider and staff, agents, and successors, from any and all present and future claims, actions, proceedings, damages, liabilities, and expenses, including those for wrongful death, whether based upon negligence or other cause, resulting from the alleged contraction of a communicable illness or communicable disease, including COVID-19, from surfaces, the ambient air, or other persons, arising as a result of my use of MMOA Common Property and any activities incidental thereto, wherever, whenever, or however the same may occur. This release and covenant not to sue does not include the release of any claim against the dining services provider based upon contraction of illness or disease from food or drink. I hereby voluntarily waive any and all such claims as set forth above, both present and future, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.
3. I am aware that my use of MMOA Common Property presents the risk of spreading or contracting communicable diseases or communicable illnesses, including but not limited to COVID-19, and that the Mountain Meadows Owners Association cannot ensure that MMOA Common Property is free from COVID-19 or other communicable diseases or communicable illnesses. I agree to accept and assume any and all risk of personal injury, illness, or death due to any communicable disease or illness, including COVID-19, I contract from my use of MMOA Common Property, and agree that the waiver of claims described herein shall apply to any and all claims arising from the contraction of such communicable disease or communicable illness as described in Paragraph 2 above.
4. I agree to abide by all laws, rules, and regulations applicable to MMOA Common Property, including those adopted by the Mountain Meadows Owners Association and those applicable by governmental order. I understand and agree that my use of MMOA Common Property may be limited in duration and frequency pursuant to a reservation system or user limits implemented by the Association or governmental order, and I agree to abide by those limitations.
5. I further agree that while using MMOA Common Property I will adhere to any best practices for preventing the spread of communicable diseases and communicable illnesses, as set forth by the

Board for each part of the MMOA Common Property, which may include, but are not limited to, maintaining appropriate social distance, wearing face coverings, and sanitizing protocols. I also agree to refrain from using MMOA Common Property for whatever period of time is required by the appropriate health authorities or the Board if I, or a member of my household, has displayed or experienced any symptoms of a specified communicable illness or if I have been exposed to any person having the specified communicable illness.

6. In the event MMOA Common Property, or any portion thereof, becomes open for general, rather than reserved, use I agree to abide by any limit imposed on the number of concurrent users of any portion of MMOA Common Property and its facilities, and agree that I will be solely responsible for determining whether there is sufficient capacity before entering. I further agree that I will immediately leave any portion of MMOA Common Property if at any time the number of users exceeds the limit, or if I am unable to maintain safe social distance from other users regardless of capacity.
7. I agree that if I, or my guest, violate any law, rule, or regulation applicable to the Mountain Meadows Owners Association Common Property or any portion thereof, my access to the MMOA Common Property or any portion thereof may be revoked, and I will be subject to additional enforcement action by the Association pursuant to its governing documents.
8. I further agree to indemnify and hold harmless the Mountain Meadows Owners Association, its officers, directors, management company and staff, dining room services provider and staff, agents, assigns, and successors for any and all claims as set forth above in Paragraph 2 arising as a result of my use, or my guest's use, of the Common Property or any activities incidental thereto, wherever, whenever, or however the same may occur, including but not limited to claims related to the transmission or contraction of COVID-19. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.
9. If I am at least 18 years of age, I affirm that I signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian.
10. I have read this form and fully understand that by signing it, I am giving up legal rights and/or remedies which may be available to me.
11. I understand that this agreement is a binding legal document. For persons under the age of 18, the parent or guardian who signs below also commits to the conditions of this agreement.

(Signature of Mountain Meadows Owner or Occupant)

Date

(Printed Name of Mountain Meadows Owner or Occupant)

(Address and Telephone Number of MMOA Common Property User)

(Signature of Parent/Guardian if MMOA Common Property user is a minor) Date

9. MMOA Fee Schedule

Service	Fee	Payment
Copy Machine	\$.10 per BW copy / \$.20 Color copy	Charged to account
Fax Machine	Outgoing Faxes: \$.50 per page Incoming Faxes \$.50 per page	Charged to account
Fitness Center Guests	\$5.00 per day per guest. Maximum \$50.00 per calendar month	Charged to account
Yoga	\$5.00 per session	Cash
Tai Chi	\$5.00 per session	Cash
Water Movement	\$8.00 per session	Cash
Massage	Varies by vendor	Cash
Book of Stamps	Cost of stamp booklet	Cash
Off-Cycle Filter Change	Cost of filter	Charged to account
Furnace Filter Upgrades	Cost of filter	Charged to account
Battery disposal Fee	Cost of disposal	Charged to account
Compact Fluorescent light bulb disposal fee	\$2.00 each light bulb	Charged to account
Fluorescent light tube disposal fee (per foot)	\$.50 cents per foot per tube	Charged to account
Smoke detector batteries	Cost of batteries	Charged to account
Maintenance & Staff Services	1/2 hour=\$17.50 / 1 hour=\$35.00	Charged to account
Notary Services (except real estate transactions)	Please schedule appointment 24 hrs in advance	None
Weighing Mail	No charge	None
Resident Roster	\$3.00-BW copy / \$6.00-Color copy	Charged to account
Name Badge Replacement	Cost of replacement	Charged to account
Sonitrol Replacement Fob	Cost of replacement	Charged to account
Clubhouse Set-up/Tear down service (for none MMOA events)	1/2 hour=\$17.50 / 1 hour=\$35.00	Charged to account
Flyers-design, setup, and/or printing	\$2.50 per flyer	Charged to account
Message Box Stuffers (67 total pages)	\$7.00-BW copies / \$13.00-Color copies	Charged to account
Dining Room Guests	\$2.50 per guest	Charged to account
Caregiver	No guest fee	None
Children 0-11 years old	No guest fee	None
Take out container charge	\$1.50 per take-out meal	Charged to account
Delivery Charge	\$3.50 -1 meal / \$4.50 - 2 meals	Charged to account

